

Superior Court of the State of California
For the County of Los Angeles

BOARD OF WATER COMMISSIONERS OF
THE CITY OF LONG BEACH, et al.,

Plaintiffs

vs. _____

SAN GABRIEL VALLEY WATER COMPANY,
et al.,

Defendants

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT, et al.,

Intervenors

No. 722647

**SETTLEMENT
DOCUMENTS**

**STIPULATION FOR JUDGMENT
JUDGMENT
MAP OF WHITTIER NARROWS
ENGINEERING APPENDIX
REIMBURSEMENT CONTRACT**

1965

EXHIBIT NO. 7

PREFACE

One approaching for the first time the documents which follow might well consider them dry and difficult. To those who have been most instrumental in creating them, however, they represent consummation of an idea and six years of study, negotiation, and often frustration on the part of many sincere and dedicated people.

The idea which the documents implement is, basically, that reasonable people who have interests in a complex stream system can and should allocate the supply by agreement in the most equitable and practical manner possible, rather than leaving solution to a court, which must, necessarily, act only on the limited evidence before it and which does not have the freedom of action possessed by the parties.

The suit began on May 12, 1959. Soon after, settlement discussions began between counsel. In May and June of 1960, negotiating committees for the plaintiffs and for the major group of defendants were appointed.

For the plaintiffs they were Brennan S. Thomas, as Chairman, and Marshall Bowen, Milo Dellmann, H. H. Harris and Hamilton Robinson.

The committee for the major group of defendants had as its Chairman David H. Fiscus, and as members, J. Ercel Cleminson, Ira R. Calvert, Alfred W. Jorgensen and M. E. Moseley.

A "Statement of Principles for Settlement" was signed by the two committees on September 26, 1961. Despite this auspicious start, four more years were required to get the documents in a final form acceptable to all concerned. Meanwhile, Hamilton Robinson, of the plaintiffs' committee, and J. Ercel Cleminson, of the defense committee, had died. Both had contributed much to the settlement and had earned the affectionate regard of all involved in it. Robert Furlong replaced "Robbie" on the plaintiffs' committee for the closing stages.

Toward the end of negotiations, Carl Fossette, in whom both sides had complete faith, was drafted, despite his protests, to bring the settlement to fruition. The fact that the dispute has now been resolved is largely attributable to him.

Likewise, had it not been for the mutual and well earned respect which existed between Max Bookman, as engineer, and Elmer Marliave, as geologist, for the plaintiffs, and Thomas M. Stetson, engineer, and Dr. John F. Mann, Jr., geologist, for the major de-

fendants, negotiations might well have collapsed. Raymond A. Hill, engineer for the Cities of Alhambra, Azusa and Monterey Park, brought forth valuable ideas which found their way into the Judgment.

Lastly, but by no means least (since they are the authors of this preface), come the lawyers. Their names appear with sufficient frequency at the end of the Stipulation, that no listing is needed here.

In this connection, the Appellate Court Decision, which ruled the Settlement to be valid (Central Basin Municipal Water District v. Fossette), was rendered July 15, 1965 and is found in Volume 235 of California Appellate Reports.

With a problem of such complexity as was here resolved, only time can tell how fairly the compromise will operate. Let us hope that this test, too, will be met to the satisfaction of those involved.

ORIGINAL OF THIS
DOCUMENT FILED

FEB 10 1965

IN THE OFFICE OF
COUNTY CLERK
LOS ANGELES

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

BOARD OF WATER COMMISSIONERS OF THE CITY)
OF LONG BEACH, a municipal corporation;)
CENTRAL BASIN MUNICIPAL WATER DISTRICT,)
a municipal water district; and CITY OF)
COMPTON, a municipal corporation,)

Plaintiffs,)

vs.)

NO. 722,647

SAN GABRIEL VALLEY WATER COMPANY, a cor-)
poration; AZUSA AGRICULTURAL WATER)
COMPANY, a corporation; AZUSA VALLEY)
WATER COMPANY, a corporation; CALIFORNIA)
CITIES WATER COMPANY, a corporation;)
CALIFORNIA WATER & TELEPHONE COMPANY, a)
corporation; COVINA IRRIGATING COMPANY,)
a corporation; CROSS WATER COMPANY, a)
corporation; EAST PASADENA WATER CO.)
LTD., a corporation; GLENDORA IRRIGATING)
COMPANY, a corporation; SOUTHERN CALIF-)
ORNIA WATER COMPANY, a corporation;)
SUBURBAN WATER SYSTEMS, a corporation;)
SUNNY SLOPE WATER CO., a corporation;)
VALLECITO WATER CO., a corporation;)
CITY OF ALHAMBRA, a municipal corpora-)
tion; CITY OF ARCADIA, a municipal)
corporation; CITY OF AZUSA, a municipal)
corporation; CITY OF COVINA, a municip-)
al corporation; CITY OF EL MONTE, a)
municipal corporation; CITY OF GLENDORA,)
a municipal corporation; CITY OF)
MONROVIA, a municipal corporation; CITY)
OF MONTEREY PARK, a municipal corpora-)
tion; CITY OF SOUTH PASADENA, a municip-)
al corporation; BALDWIN PARK COUNTY)
WATER DISTRICT, a county water district;)
and SAN GABRIEL COUNTY WATER DISTRICT,)
a county water district,)

Defendants,)

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER)

STIPULATION FOR
JUDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 DATED: February 10, 1965.

12
13 Attorneys
14 (for the respective party
15 listed opposite and to the
16 right of the respective
17 attorneys listed below)

Signature of Stipulating Party
and Its Designation of Mailing
Address

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

Board of Water Commissioners of
the City of Long Beach

By Fred Dean
Its --- President

21 By Clifford E. Hayes

By Helen L. Penland
Its --- Secretary

23 Burris & Lagerlof
24 Stanley C. Lagerlof
25 H. Jess Senecal
26 Jack T. Swafford

1800 East Wardlow Road
Long Beach 7, California

26 By Stanley C. Lagerlof

1 Burris & Lagerlof
2 Stanley C. Lagerlof
3 H. Jess Senecal
4 Jack T. Swafford

5 By Stanley C. Lagerlof

Central Basin Municipal Water
District

By W. D. Dillman
Its President

By Carl F. Smith
Its Secretary

7439 East Florence Avenue
Downey, California

11 Lloyd A. Bulloch
12 City Attorney
13 City of Compton

14 Lloyd A. Bulloch

City of Compton

By Chester R. Gram
Its Mayor

205 South Willowbrook Avenue
Compton, California

15 Burris & Lagerlof
16 Stanley C. Lagerlof
17 H. Jess Senecal
18 Jack T. Swafford

19 By Stanley C. Lagerlof

21 Don D. Bercu
22 City Attorney
23 City of Alhambra

24 Don D. Bercu

City of Alhambra

By Norma L. Yocum
Its Mayor

William T. Longley
City Auditor-Clerk
City Hall
111 South First Street
Alhambra, California

25 Taylor & Smith

26 By Edward F. Taylor

1 James A. Nicklin
2 City Attorney
3 City of Arcadia
4 James A. Nicklin
5 Surr & Hellyer
6 By John B. Surr
7 Clayson, Stark, Rothrock
8 & Mann
9 By Donald P. Stark

10
11 Harry C. Williams
12 City Attorney
13 City of Azusa
14 Harry C. Williams
15 Taylor & Smith
16 By Edward F. Taylor
17 Taylor & Smith
18 By Edward F. Taylor
19
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25 Surr & Hellyer
26 By John B. Surr
27 Clayson, Stark, Rothrock
28 & Mann
29 By Donald P. Stark
30
31
32

City of Arcadia
By Dale E. Turner
Its Mayor
City Hall
Arcadia, California

City of Azusa
By Lawrence M. ...
Its Mayor
City Hall
213 East Foothill Boulevard
Azusa, California

Azusa Agricultural Water Company
By Hickory S. Jackson
Its _____ President
By Don W. Killars
Its _____ Secretary
18352 East Foothill Boulevard
Azusa, California

Azusa Valley Water Company
By Elmer B. Griffith
Its _____ President
By Joe R. Talbot
Its _____ Secretary
P. O. Box "W"
Azusa, California

1 Surr and Hellyer

2 By John B. Surr

3 Clayson, Stark, Rothrock
4 & Mann

5 By Donald V. Stark

Baldwin Park County Water District

By Raymond J. Judd

Its _____ President

By Ralph B. Auld

Its _____ Secretary

14521 East Ramona Boulevard
Baldwin Park, California

11 Allard, Shelton & O'Connor

12 By L. A. Shelton

13 Surr & Hellyer

14 By John B. Surr

15 Clayson, Stark, Rothrock
16 & Mann

17 By Donald V. Stark

California Cities Water Company

By Samuel R. O'Neil

Its Vice - President

By John T. W. Mason

Its Asst. Secretary

P. O. Box 188
San Dimas, California

23 Bacigalupi, Elkus &
24 Salinger

25 By Tudor B. Bacigalupi

26 Surr & Hellyer

27 By John B. Surr

28 Clayson, Stark, Rothrock
29 & Mann

30 By Donald V. Stark

California Water & Telephone
Company

By H. J. Hays

Its Vice President

By _____

Its _____ Secretary

~~300 Montgomery Street~~
~~San Francisco, California~~
2020 Santa Monica Blvd
Santa Monica, Calif.

1 Allard, Shelton & O'Connor

2 By I. A. Shelton

3 Surr & Hellyer

4 By John B. Surr

5
6 Clayson, Stark, Rothrock
7 & Mann

8 By Ronald D. Stark

City of Covina

By Robert G. Young

Its Mayor

City Hall
Covina, California

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12 Kerckhoff & Kerckhoff

13 By [Signature]

14 Surr & Hellyer

15 By John B. Surr

16
17 Clayson, Stark, Rothrock
18 & Mann

19 By Ronald D. Stark

Covina Irrigating Company

By Vernon J. [Signature]

Its _____ President

By Faye D. Ferguson

Its _____ Secretary

146 East College Street
Covina, California

20
21
22
23 George C. Gillette

24 By Res. C. Gillette

Cross Water Company

By John Ferguson

Its _____ President

By [Signature]

Its _____ Secretary

15825 East Main Street
La Puente, California

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Gray & Maddox
By Frank E. Gray
Surr & Hellyer
By John B. Surr
Clayson, Stark, Rothrock
& Mann
By Ronald D. Stark

East Pasadena Water Company, Ltd.
By Conrad O. Garner
Its President
By Reginald L. Hays
Its Assistant Secretary
269 South Rosemead
Pasadena, California

James A. Nicklin
City Attorney
City of El Monte
James A. Nicklin
Surr & Hellyer
By John B. Surr
Clayson, Stark, Rothrock
& Mann
By Ronald D. Stark

City of El Monte
By Charles E. Wiggins
Its Mayor
City Hall
El Monte, California

Leonard A. Shelton
Leonard A. Shelton
Surr & Hellyer
By John B. Surr
Clayson, Stark, Rothrock
& Mann
By Ronald D. Stark

City of Glendora
By Jeffrey M. ...
Its Mayor
City Hall
Glendora, California

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Allard, Shelton & O'Connor

By L.A. Shelton

Surr & Hellyer

By John B. Surr

Clayson, Stark, Rothrock
& Mann

By Ronald D Stark

Homer H. Bell
City Attorney
City of Monrovia

Homer H. Bell

Surr & Hellyer

By John B. Surr

Clayson, Stark, Rothrock
& Mann

By Ronald D Stark

Charles R. Martin
City Attorney
City of Monterey Park

Charles R. Martin

Taylor & Smith

By Edward F Taylor

Glendora Irrigating Company

By A.F. Gordon

Its _____ President

By Cliff J. Hammer

Its _____ Secretary

224 North Michigan Avenue
Glendora, California

City of Monrovia

By Ray Strophe

Its Mayor

City Hall
Monrovia, California

City of Monterey Park

By William M. Cranberry

Its Mayor

City Hall
320 West Newmark Avenue
Monterey Park, California

1 Surr & Hellyer

2 By

John B. Surr

4 Clayson, Stark, Rothrock
5 & Mann

6 By

Donald J. Stark

San Gabriel County Water District

By

Robert S. Brummett

Its _____ President

By

Supina Petersen

Its _____ Secretary

829
~~8229~~ East Las Tunas Drive
San Gabriel, California

17 J. E. Skelton

18 J. E. Skelton

21 Surr & Hellyer

22 By

John B. Surr

24 Clayson, Stark, Rothrock
25 & Mann

26 By

Donald J. Stark

San Gabriel Valley Water Company

By

W. E. H. Selley

Its _____ President

By

W. E. H. Selley

Its _____ Secretary

11142 Garvey Avenue
El Monte, California

1	O'Melveny & Myers	Southern California Water Company
2	By <u>James Wright</u>	By <u>Philip F. Walsh</u>
3		Its <u> </u> President
4	Surr & Hellyer	By <u>McKelmer</u>
5	By <u>John B. Surr</u>	Its <u> </u> Secretary
6	Clayson, Stark, Rothrock	11911 South Vermont Avenue
7	& Mann	Los Angeles 44, California
8	By <u>Ronald D Stark</u>	
9		
10	Charles R. Martin	City of South Pasadena
11	City Attorney	By <u>Frank E. Gray</u>
12	City of South Pasadena	Its Mayor
13	Surr & Hellyer	825 Mission Street
14	By <u>John B. Surr</u>	South Pasadena, California
15		
16	Clayson, Stark, Rothrock	
17	& Mann	
18	By <u>Ronald D Stark</u>	
19	Frank E. Gray	Suburban Water Systems
20	<u>Frank E. Gray</u>	By <u>Carroll G. Hermer</u>
21	Surr & Hellyer	Its <u> </u> President
22	By <u>John B. Surr</u>	By <u> </u>
23		Its <u> </u> Secretary
24	Clayson, Stark, Rothrock	16340 East Maplegrove Street
25	& Mann	La Puente, California
26	By <u>Ronald D Stark</u>	
27	Hahn & Hahn	Sunny Slope Water Company
28	By <u>Allen H. Barker</u>	By <u>Robert T. Clary</u>
29		Its <u> </u> President
30		By <u> </u>
31		Its <u> </u> Secretary
32		1040 El Campo Drive
		Pasadena, California

1 Surr & Hellyer

2 By John B. Surr

3
4 Clayson, Stark, Rothrock
& Mann

5 By Ronald P. Stark

Vallecito Water Company

By Carroll A. Garner

Its _____ President

By Wm. Goby

Its _____ Secretary

749 South Ninth Avenue
City of Industry, California

10
11 Stearns, Gross and Moore

12 By Thos B. Moore

California Domestic Water Company

By Fred M. Anderson

Its _____ President

By Carroll A. Garner

Its _____ Secretary

P. O. Box 1026, Perry Annex
Whittier, California

22 Helm & Budinger

23 By Ralph B. Achen

Upper San Gabriel Valley
Municipal Water District

By Francis E. Tachan

Its _____ President

By Howard H. Harkin

Its _____ Secretary

11229 East Valley Boulevard
El Monte, California

4227

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.55 Min. 8 P.M. OCT 11 1965
Past
RAY E. LEE, County RecorderTHE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-
TACHED IS A FULL, TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE AND OF RECORD IN MY OFFICE,
SAME HAVING BEEN FILED Sept 20 1965
AND ENTERED Sept 24 1965JUDGMENT BOOK 9438 PAGE 36ATTEST William G. Sharp 1965
County Clerk and Clerk of the Superior
Court of the State of California, in and
for the County of Los Angeles.BY [Signature] DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FREE 5/A

BOARD OF WATER COMMISSIONERS OF THE CITY)
OF LONG BEACH, a municipal corporation;)
CENTRAL BASIN MUNICIPAL WATER DISTRICT,)
a municipal water district; and CITY OF)
COMPTON, a municipal corporation,)

Plaintiffs,)

vs.)

NO. 722,647

SAN GABRIEL VALLEY WATER COMPANY, a cor-)
poration; AZUSA AGRICULTURAL WATER)
COMPANY, a corporation; AZUSA VALLEY)
WATER COMPANY, a corporation; CALIFORNIA)
CITIES WATER COMPANY, a corporation;)
CALIFORNIA WATER & TELEPHONE COMPANY, a)
corporation; COVINA IRRIGATING COMPANY,)
a corporation; CROSS WATER COMPANY, a)
corporation; EAST PASADENA WATER CO.)
LTD., a corporation; GLENDORA IRRIGATING)
COMPANY, a corporation; SOUTHERN CALIF-)
ORNIA WATER COMPANY, a corporation;)
SUBURBAN WATER SYSTEMS, a corporation;)
SUNNY SLOPE WATER CO., a corporation;)
VALLECITO WATER CO., a corporation;)
CITY OF ALHAMBRA, a municipal corpora-)
tion; CITY OF ARCADIA, a municipal)
corporation; CITY OF AZUSA, a municipal)
corporation; CITY OF COVINA, a municip-)
al corporation; CITY OF EL MONTE, a)
municipal corporation; CITY OF GLENDORA,)
a municipal corporation; CITY OF)
MONROVIA, a municipal corporation; CITY)
OF MONTEREY PARK, a municipal corpora-)
tion; CITY OF SOUTH PASADENA, a municip-)
al corporation; BALDWIN PARK COUNTY)
WATER DISTRICT, a county water district;)
and SAN GABRIEL COUNTY WATER DISTRICT,)
a county water district,)

Defendants,)

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER)

JUDGMENT

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

Intervenors.

4
5
6
7 The original complaint herein was filed by Plaintiffs
8 on May 12, 1959, and an amended complaint was filed herein on
9 June 8, 1961. Each Defendant in this action filed an answer to
10 the amended complaint denying the material allegations therein.
11 Heretofore, Upper San Gabriel Valley Municipal Water District,
12 a municipal water district, and California Domestic Water
13 Company, a corporation, have intervened in the action as
14 Defendants. There has been filed herein a Stipulation for
15 Judgment signed by all of the parties to this action.

16 After due examination and consideration of the
17 pleadings, said Stipulation for Judgment and other documents and
18 papers on file herein, it appears to the Court that:

19 (a) In bringing and maintaining this action, plaintiff
20 Central Basin Municipal Water District, a municipal water
21 district, has done so as a representative of and for the benefit
22 of all owners of water rights within, all owners of land within,
23 and all inhabitants of, the district, except to the extent that
24 defendant California Domestic Water Company is representing
25 itself.

26 (b) In intervening in this action, defendant Upper
27 San Gabriel Valley Municipal Water District, a municipal water
28 district, has done so as a representative of and for the benefit
29 of all owners of water rights within, all owners of land within,
30 and all inhabitants of, the district, except to the extent that
31 other Defendants who are within the district are representing
32 themselves.

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

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

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

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

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

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

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

25 (b) Exhibit B -- Engineering Appendix.

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

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

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

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

1 all persons, firms and corporations, public
2 or private, who are represented by Central
3 Municipal.

4 (d) Upper Area Parties -- the Defendants,
5 and all persons, firms and corporations,
6 public or private, who are represented by
7 Upper District.

8 (e) Upper Area -- the area (exclusive of the
9 Raymond Basin and the portion of San Gabriel
10 Mountains tributary thereto) wherein surface
11 and subsurface waters are tributary to
12 Whittier Narrows upstream from the common
13 boundary of Upper District and Central
14 Municipal through Whittier Narrows.

15 (f) Lower Area -- the area which lies down-
16 stream from the common boundary of Central
17 Municipal and Upper District through
18 Whittier Narrows and which is included
19 within the incorporated limits of the
20 Plaintiffs.

21 (g) Whittier Narrows -- a gap between Merced
22 Hills and Puente Hills shown on Exhibit A.

23 (h) Montebello Forebay -- the area designated
24 as such on Exhibit A.

25 (i) Export to Lower Area -- water diverted
26 from surface streams in Upper Area or pumped
27 or developed from underground sources in
28 Upper Area, and in either case conveyed by
29 conduit through Whittier Narrows.

30 (j) Subsurface Flow -- all water which passes
31 as ground water through Whittier Narrows at
32 the "narrowest section" as shown on Exhibit A.

1 (k) Surface Flow -- all water other than
2 Export to Lower Area and Subsurface Flow,
3 which passes from Upper Area to Lower Area
4 through Whittier Narrows.

5 (l) Usable Water -- all Surface Flow, Subsur-
6 face Flow and Export to Lower Area, but
7 excluding:

8 (1) that portion of Surface Flow, if any,
9 which crosses the southerly boundary of
10 Montebello Forebay as surface runoff less
11 the amount of Surface Flow which has been
12 caused to flow out of Montebello Forebay
13 as surface runoff by any spreading of
14 water in Montebello Forebay by or on behalf
15 of Lower Area Parties, or any of them;

16 (2) water imported by or on behalf of Lower
17 Area Parties from outside of the watershed
18 of the San Gabriel River System;

19 (3) Reclaimed Water, as defined in subpara-
20 graph (o) herein, provided, however, that
21 Reclaimed Water (other than that reclaimed
22 by or on behalf of Lower Area Parties)
23 which is percolated and commingled with
24 ground water in Upper Area shall be deemed
25 Subsurface Flow, Surface Flow, or Export to
26 Lower Area as the case may be, when and if
27 it passes through Whittier Narrows;

28 (4) that portion, if any, of Export to
29 Lower Area which in any Water Year after
30 September 30, 1966, exceeds 23,395 acre-
31 feet;

32 (5) Make-up Water, as defined in subpara-

graph (m) herein; and

(6) any water whether flowing on the surface or beneath the surface of the ground which has passed any of the points of surface measurement in Whittier Narrows shown on Exhibit B and prior to its passing from Upper Area to Lower Area is intercepted and returned upstream by conduit or otherwise so that it could again pass any such points of measurement.

(m) Make-up Water -- water of usable quality for ground water recharge which is either (a) required to be delivered to Lower Area under terms of paragraph 5 of this Judgment, or (b) designated by the delivering party as a delivery to Lower Area in advance satisfaction of some possible future delivery requirement under terms of paragraph 5 of this Judgment.

(n) Water Year -- October 1 through the following September 30.

(o) Reclaimed Water -- water reclaimed from sewage generated in the watershed of the San Gabriel River System above Whittier Narrows.

DECLARATION
OF RIGHT

4. Lower Area Parties have rights in the water supply of the San Gabriel River System. The nature and extent of such rights is not known; however, Lower Area Parties and all other persons downstream from Whittier Narrows who receive water from the San Gabriel River System or have rights in and to such water, shall have, as against Upper Area Parties and all other pumpers of water in the San Gabriel Valley, a right to receive from Upper Area

1 an average annual usable supply of ninety-eight
2 thousand four hundred fifteen (98,415) acre-feet
3 of water over a long-term period of normal rain-
4 fall derived as set forth in Exhibit B, consisting
5 of Surface Flow, Subsurface Flow, Export to Lower
6 Area and Make-up Water. If in the future a court
7 of competent jurisdiction shall decree that any
8 person downstream from Whittier Narrows within
9 Central and West Basin Water Replenishment District
10 who is not bound by this Judgment, shall have, as
11 against Upper Area Parties and substantially all
12 other pumpers in the San Gabriel Valley, a right
13 to receive from Upper Area a stated amount of
14 usable supply consisting of Surface Flow, Sub-
15 surface Flow, Export to Lower Area or Make-up
16 Water, which right arose out of and is based upon
17 the ownership of land or the production of water
18 downstream from Whittier Narrows and within Central
19 and West Basin Water Replenishment District, then
20 and in that event the stated amount of such right
21 so decreed shall not increase the declared right
22 as set forth in this paragraph 4; and the receipt
23 of water from Upper Area by such person in such
24 stated amount or portion thereof, consisting of
25 Surface Flow, Subsurface Flow, Export to Lower
26 Area or Make-up Water, shall be deemed a partial
27 satisfaction of such declared right.

28 PHYSICAL
29 SOLUTION

(5) In recognition of the complexities of annual
supply and demand and variations in the components
thereof, the Court hereby declares the following
physical solution to be a fair and equitable basis
for satisfaction of the declared right set forth

1 in paragraph 4 hereof. Compliance with this
2 paragraph 5 shall constitute full and complete
3 satisfaction of said declared right.

4 AVERAGE
5 ANNUAL
6 ENTITLEMENT

(a) It is determined that the amount of Lower
Area average annual entitlement to Usable Water
is ninety-eight thousand four hundred fifteen
(98,415) acre-feet.

8 BASIS OF
9 ANNUAL
10 ENTITLEMENT

(b) The outflow of water from Upper Area
through Whittier Narrows to Lower Area has
varied from year to year and will vary from
year to year in the future depending on
changing conditions of supply and demand; and,
as to any Water Year the average annual
rainfall for the San Gabriel Valley during
the ten (10) consecutive Water Years ending
with that Water Year is a reasonable basis
for determining the entitlement of Lower Area
to Usable Water for such Water Year.

18 DETERMINATION
19 OF RAINFALL

(c) The rainfall in each Water Year for the
San Gabriel Valley shall be determined by
application of the procedures described in
Exhibit B.

22 RAINFALL
23 ADJUSTMENT
24 TABLE

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

TABLE A
LOWER AREA ANNUAL ENTITLEMENT
BASED ON 10-YEAR AVERAGE RAINFALL
FOR SAN GABRIEL VALLEY

(In Acre-feet)

Inches of Rain- fall	0	.1	.2	.3	.4	.5	.6	.7	.8	.9
14	64,200	64,900	65,700	66,500	67,200	68,000	68,700	69,500	70,300	71,100
15	71,800	72,600	73,400	74,100	74,900	75,600	76,400	77,200	77,900	78,700
16	79,500	80,200	81,000	81,800	82,600	83,300	84,000	84,800	85,600	86,400
17	87,100	87,900	88,700	89,400	90,200	91,000	91,500	92,500	93,200	94,000
18	94,800	95,300	96,200	96,900	97,600	98,300	98,800	99,500	100,100	100,800
19	101,400	102,000	102,700	103,300	103,900	104,500	105,100	105,700	106,300	107,000
20	107,600	108,200	108,800	109,400	110,100	110,700	111,300	111,900	112,500	113,100
21	113,700	114,300	115,000	115,600	116,200	116,800	117,400	118,100	118,600	119,300
22	119,900	120,400	121,000	121,600	122,200	122,700	123,300	123,900	124,400	125,000
23	125,500	126,100	126,700	127,200	127,800	128,400	128,900	129,500	130,100	130,600
24	131,200	131,700	132,200	132,700	133,100	133,700	134,100	134,700	135,100	135,600

DETERMINATION
OF ACCRUED
DEBIT OR
CREDIT

(e) The difference between the aggregate of water entitlements determined as provided in this Judgment and the aggregate of Usable Water and delivered Make-up Water shall be computed as of the end of each Water Year. Any excess of water entitlements over the quantity of Usable Water and Make-up Water received by Lower Area after September 30, 1963, is hereinafter referred to as Accrued Debit of Upper Area. Any excess of Usable Water and Make-up Water received by Lower Area after September 30, 1963, over water entitlements, is hereinafter referred to as Accrued Credit of Upper Area.

1 ACCRUED
2 DEBIT

3 (f) If at the end of any Water Year it is
4 determined pursuant to subparagraph (e) of
5 this paragraph 5 that there is an Accrued
6 Debit of Upper Area, then Upper District shall
7 cause Make-up Water to be delivered to Lower
8 Area during the following Water Year in an
9 amount not less than the sum of (1) one-third
10 of such Accrued Debit of Upper Area, and (2)
11 that portion, if any, of such Accrued Debit
12 of Upper Area over 25,000 acre-feet which
13 remains after deducting said one-third. If
14 Upper District shall fail to deliver Make-up
15 Water as next above provided and Plaintiffs
16 shall have diligently pursued their legal and
17 equitable remedies to cause Upper District to
18 so deliver, and either: (1) it shall be finally
19 adjudged that Upper District is not obligated
20 to so deliver, or (2) it shall appear that
21 Upper District will not thereafter deliver
22 Make-up Water, then Defendants and any successor
23 or successors in interest by title to a Defen-
24 dant's water right in Upper Area shall be
25 obligated to so deliver Make-up Water. The
26 provisions of this paragraph are subject to
27 the provisions of paragraph 5(h) below.

28 ACCRUED
29 CREDIT

30 (g) If at the end of any Water Year it is
31 determined pursuant to subparagraph (e) of
32 this paragraph 5 that there is an Accrued
Credit of Upper Area, then there shall be no
obligation to deliver Make-up Water to Lower
Area during the following Water Year.

1 LONG-TERM
2 ACCOUNTING

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

In making such Long-term Accounting for any such period (herein called Long-term Accounting Period), the aggregate of all Usable Water and Make-up Water received by Lower Area during such period shall be determined and (a) there shall be deducted from said aggregate the amount of Make-up Water, if any, delivered during such period by reason of the existence of an Accrued Debit of Upper Area at the end of the immediately preceding Long-term Accounting Period, or (b) there shall be added to said aggregate the amount of any Accrued Credit of Upper Area determined to exist at the end of the immediately preceding Long-term Accounting Period. The net aggregate amount of Usable Water and Make-up Water so computed shall be compared to the result to be obtained by (1) multiplying the 98,415 acre-feet of water to be received by

Lower Area as its average annual usable supply by the number of Water Years in the Long-term Accounting Period, and (2) adjusting the product by the percentage by which the average annual rainfall (to the nearest one hundredth of an inch) for the Long-term Accounting Period involved exceeds or is less than 18.52 inches. (i.e.:

$$98,415 \times (\text{number of Water Years in Period}) \times \frac{(\text{average rainfall for the Period})}{18.52}.)$$

If as a result of such comparison it is determined that there is a deficiency in the net aggregate amount of Usable Water and Make-up Water received during the Long-term Accounting Period, then such deficiency shall be compensated in the following three Water Years by delivery of Make-up Water to Lower Area in an amount not less than one-third of such deficiency in the first following Water Year and not less than one-half of the balance within the second following Water Year. If it is determined as a result of such comparison that there is an excess of net aggregate Usable Water and Make-up Water received, then the amount of such excess shall be carried forward as an Accrued Credit of Upper Area.

MAKE-UP
WATER
DELIVERY

(i) Make-up Water may be delivered by any one or more of the following means:

SURFACE FLOW DELIVERY

(1) By causing water other than Reclaimed Water to flow on the surface into Montebello Forebay by any means and from any source, provided that such deliveries shall

1 be at such rates or flows and at such times
2 as may be scheduled by the Watermaster.

3 RECLAIMED WATER CREDIT

4 (2) By paying to Central Municipal for
5 the benefit of all Lower Area Parties the
6 total amount or any portion of the total
7 amount which Central and West Basin Water
8 Replenishment District or any Plaintiff
9 shall have expended in reclaiming water or
10 for the purchase of Reclaimed Water in the
11 preceding Water Year, and which water when
12 so reclaimed or purchased shall have been
13 passed through Whittier Narrows to Lower
14 Area. Upon written request made by Upper
15 District not later than three months after
16 the end of a Water Year, Central Municipal
17 shall give a written notice to Upper District
18 and the Watermaster of the total number of
19 acre-feet of such Reclaimed Water so
20 reclaimed or purchased during the preceding
21 Water Year and of the cost per acre-foot
22 therefor at the existing Whittier Narrows
23 Water Reclamation Plant for reclamation of
24 waste water, and at any future additions
25 thereto, and payment therefor at said cost,
26 or costs, may be made not later than one
27 year after receipt of such written notice.
28 Such payment shall be made for the total
29 production of Reclaimed Water from the
30 existing plant in the preceding Water Year
31 before Upper District shall be entitled to
32 make payment for all, or any portion of,

1 Reclaimed Water produced in that year by any
2 future addition to that plant. Such payment by
3 Upper District on behalf of Defendants shall be
4 deemed a delivery of Make-up Water equal to the
5 quantity of Reclaimed Water for which the expen-
6 diture of a like sum would have paid at the cost,
7 or costs, per acre-foot so paid for such
8 Reclaimed Water. In no event, however, shall any
9 payment by Upper District under this subparagraph
10 (i)(2) be deemed a delivery of Make-up Water in
11 excess of 14,735 acre-feet in any Water Year
12 during which the amount of Make-up Water
13 required to be furnished by Upper Area is avail-
14 able to it at ground water replenishment rates
15 for delivery to Lower Area, except with the prior
16 written consent of Plaintiffs. Except with the
17 consent of Plaintiffs, no payment by Upper
18 District under this subparagraph (i)(2) may be
19 designated as advance satisfaction of some
20 possible future delivery requirement.

21 DIRECT DELIVERY

22 (3) By delivering, or causing to be delivered,
23 water to any of Lower Area Parties with consent
24 of Plaintiffs for use in Lower Area.

25 WATER
26 RIGHTS
27 BOUND

28 (j) It is further determined and adjudicated that
29 the obligations provided above in subparagraphs (f)
30 and (h) of this paragraph 5 for each Defendant shall
31 constitute and be a servitude upon the existing wa-
32 ter rights of each Defendant in and to the water
supply of the San Gabriel River System upstream from
Lower Area and shall run with and forever bind
said water rights for the benefit of the water

1
2 TRANSFER OF
3 WATER RIGHTS
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rights of Lower Area Parties.

(k) If any Defendant, other than Upper District, shall desire to transfer all or any of its said water rights to a person, firm or corporation, public or private, who or which is not then bound by this Judgment as a Defendant, such Defendant shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights. Such appearance and assumption of obligations shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Defendant shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Defendant shall have appeared in this action and filed a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights, such transferring Defendant shall thereupon be discharged from all obligations hereunder. If any Defendant other than Upper District shall cease to own any rights in and to the water supply of the San Gabriel River System upstream from Lower Area, and shall have caused the appearance

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

12 WATERMASTER PROVISIONS

13 WATERMASTER
14 APPOINTMENT

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

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

9 POWERS
10 AND
11 DUTIES

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

- 13 (a) the amount of Surface Flow,
- 14 (b) the amount of Subsurface Flow,
- 15 (c) the amount of Export to Lower Area,
- 16 (d) the amount of water which passed as Surface
17 Flow or Subsurface Flow across the boundary
18 between Upper Area and Lower Area through
19 Whittier Narrows and which was imported by or
20 on behalf of Lower Area Parties from outside of
21 the watershed of the San Gabriel River System
22 above Whittier Narrows,
- 23 (e) the amount and quality of Reclaimed Water
24 reclaimed by or on behalf of Lower Area,
- 25 (f) the total amount of Make-up Water delivered
26 to Lower Area, together with the respective
27 amounts delivered by each method specified in
28 paragraph 5 of this Judgment,
- 29 (g) the amount of Usable Water received by
30 Lower Area,
- 31 (h) the amount of local storm inflow,
32 originating in Lower Area, to the channel of

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

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

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

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

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

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

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

DETERMINATIONS
TO BE BASED ON
EXHIBIT B

8. Each of the above required determinations shall be based on and conform to the procedures specified in this Judgment and in Exhibit B insofar as said exhibit provides a procedure.

REPORTS
MEASUREMENTS
AND DATA

9. The Watermaster shall report to the Court and to each party in writing at the same time and not more than five months after the end of each Water Year the determinations required by paragraph 7 above.

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

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

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

14 OBJECTIONS

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

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

16 CHANGE IN
17 METHOD OF
18 MEASUREMENT

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

1 BUDGET

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

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

17 FEES AND
18 EXPENSES

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

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

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

10 SUCCESSOR
11 OF UPPER
12 DISTRICT

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

21 CONTINUING
22 JURISDICTION
23 OF THE COURT

15. Full jurisdiction, power and authority is
retained and reserved by the Court for the purpose
of enabling the Court upon application of any
party by motion and upon at least thirty (30) days
notice thereof, and after hearing thereon (i) to
make such further or supplemental orders or dir-
ections as may be necessary or appropriate for the
construction, enforcement or carrying out of this
Judgment, and (ii) to modify, amend or amplify
any of the provisions of this Judgment whenever
substantial changes or developments affecting the
physical, hydrological or other conditions dealt

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

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

1 methods, redetermine the average annual amount of
2 Usable Surface Flow, Subsurface Flow and Export
3 to Lower Area received each Water Year during the
4 base period, and on the basis thereof modify
5 paragraphs 4 and 5 of this Judgment to provide for
6 a new and different water entitlement and yearly
7 adjustment thereto, which modifications shall be
8 effective and control commencing with the Water
9 Year following the entry of the order so modifying
10 paragraphs 4 and 5.

11 REPORT OF
12 TRANSFER
13 OF WATER
14 RIGHTS

15 16. Every transfer of any of those water rights of
16 Defendants which are the subject of Paragraph 5(j)
17 of this Judgment, whether such transfer is volun-
18 tary or involuntary, shall be reported promptly
19 in writing by the transferor to the Watermaster;
20 and the Watermaster shall give prompt written
21 notice of such transfer to each party and to each
22 transferee involved in every other transfer of any
23 of those water rights. Such report by the
24 transferor and notice by the Watermaster shall
25 contain the following information as to each such
26 transfer:

- 27 (a) The identity of the transferor;
- 28 (b) The identity of the transferee;
- 29 (c) The effective date of the transfer;
- 30 (d) A brief description of the document by
31 which such transfer is made, and the
32 recording data, if any;
- (e) A statement as to whether the transfer
was voluntary or involuntary;
- (f) A statement whether or not after such
transfer the transferor still has or

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

4 NOTICES

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

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

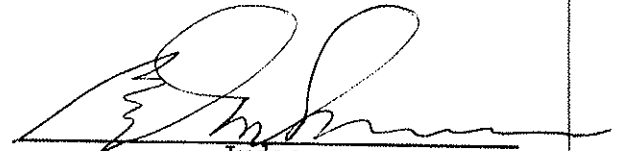
1 EFFECTIVE
2 DATE

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

5 COSTS

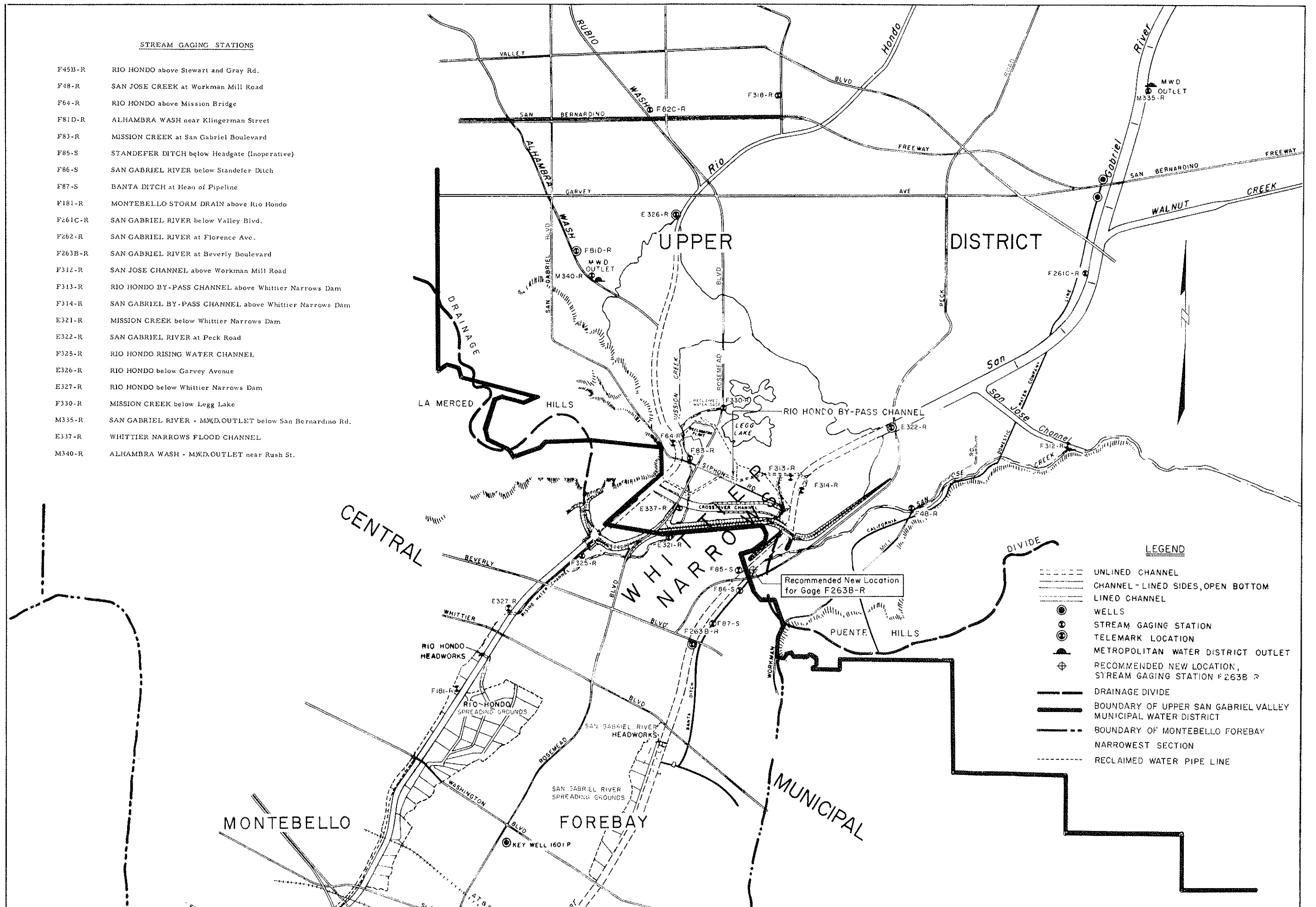
19. None of the parties shall recover any costs
from any other party.

8 Dated: September 20, 1965.

12 
Judge

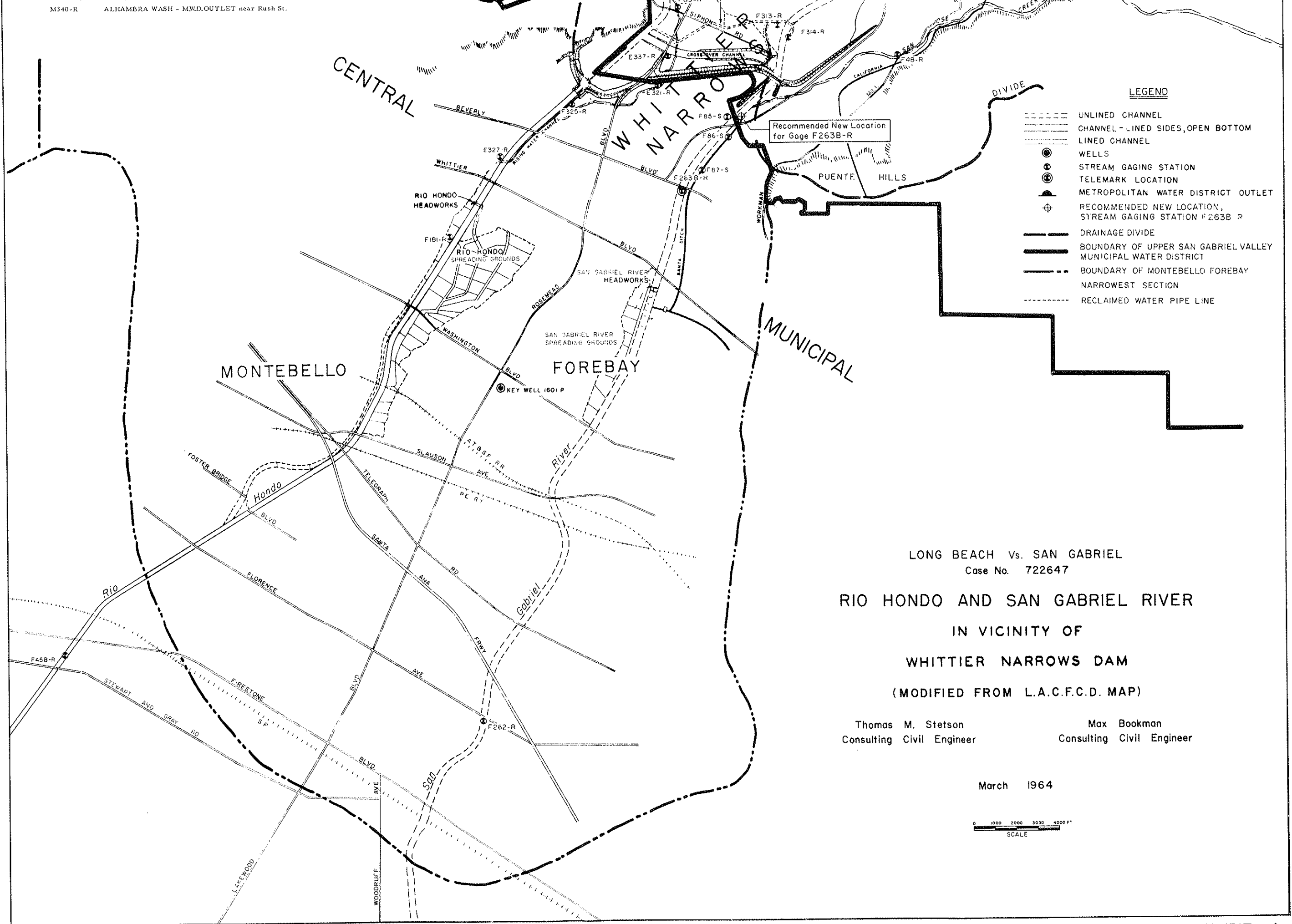
STREAM GAGING STATIONS

F45B-R	RIO HONDO above Stewart and Gray Rd.
F48-R	SAN JOSE CREEK at Workman Mill Road
F64-R	RIO HONDO above Mission Bridge
F81D-R	ALHAMBRA WASH near Klingerman Street
F83-R	MISSION CREEK at San Gabriel Boulevard
F85-S	STANDEFER DITCH below Headgate (Inoperative)
F86-S	SAN GABRIEL RIVER below Standefer Ditch
F87-S	BANTA DITCH at Head of Pipeline
F181-R	MONTEBELLO STORM DRAIN above Rio Hondo
F261C-R	SAN GABRIEL RIVER below Valley Blvd.
F262-R	SAN GABRIEL RIVER at Florence Ave.
F263B-R	SAN GABRIEL RIVER at Beverly Boulevard
F312-R	SAN JOSE CHANNEL above Workman Mill Road
F313-R	RIO HONDO BY-PASS CHANNEL above Whittier Narrows Dam
F314-R	SAN GABRIEL BY-PASS CHANNEL above Whittier Narrows Dam
E321-R	MISSION CREEK below Whittier Narrows Dam
E322-R	SAN GABRIEL RIVER at Peck Road
F325-R	RIO HONDO RISING WATER CHANNEL
E326-R	RIO HONDO below Garvey Avenue
E327-R	RIO HONDO below Whittier Narrows Dam
F330-R	MISSION CREEK below Legg Lake
M335-R	SAN GABRIEL RIVER - MWD OUTLET below San Bernardino Rd.
E337-R	WHITTIER NARROWS FLOOD CHANNEL
M340-R	ALHAMBRA WASH - MWD OUTLET near Rush St.



LEGEND

- UNLINED CHANNEL
- CHANNEL - LINED SIDES, OPEN BOTTOM
- LINED CHANNEL
- WELLS
- STREAM GAGING STATION
- TELEMARK LOCATION
- METROPOLITAN WATER DISTRICT OUTLET
- RECOMMENDED NEW LOCATION, STREAM GAGING STATION F263B-R
- DRAINAGE DIVIDE
- BOUNDARY OF UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
- BOUNDARY OF MONTEBELLO FOREBAY
- NARROWEST SECTION
- RECLAIMED WATER PIPE LINE



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LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

EXHIBIT B

ENGINEERING APPENDIX

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ENGINEERING APPENDIX

INTRODUCTION

Pursuant to the declaration of rights contained in paragraph 4 of the Judgment and the physical solution contained in paragraph 5 of the Judgment, the purpose of this exhibit is to establish the basis for calculations and measurements to provide for operation of the Judgment in the future.

Unless otherwise provided in this exhibit, all terms used herein are used in the same sense as defined or used in the Judgment.

The derivation of the Lower Area average annual entitlement is based upon the data presented herein covering the base period. However, if a more accurate method of determining Subsurface Flow is developed at some future time, it will be acceptable for use in carrying out the terms of this Judgment so long as it can also apply to the base period and to the years over which the Judgment shall have operated to that time.

I. DERIVATION OF LOWER AREA AVERAGE ANNUAL ENTITLEMENT

The Lower Area average annual entitlement is stipulated in paragraph 5 (a) of the Judgment to be 98,415 acre-feet. It was derived from three components of water supply over the base period, October 1, 1934, through September 30, 1959. Said components were: (1) Usable Surface Flow, (2) Subsurface Flow, and (3) Export to Lower Area.

A. Usable Surface Flow

For the base period, Usable Surface Flow was calculated as that portion of Surface Flow which percolated

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

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

		Average annual quantity in acre- feet
1. Surface Flow		108,560
2. Montebello Forebay surface outflow	45,000	
3. Local storm inflow within Montebello Forebay	<u>1,660</u>	
4. Portion of Surface Flow leaving Montebello Forebay (2 minus 3)		43,340
5. Surface Flow percolated in Montebello Forebay (1 minus 4)		65,220
6. Lower Area Replenishment Water (Colorado River water) passing through Whittier Narrows	11,870	
7. One-half of Raymond Basin sewage discharged in Upper Area	1,730	
8. Usable Surface Flow (5 minus 6 minus 7)		51,620

(13) Surface Flow related in Cebello Canyon (-12)	(14) Colorado River water passing Whittier Narrows	(15) One-half of Raymond Basin sewage discharged in Upper Area	(16) Usable Surface Flow (13-14-15)
52,120		2,650	49,470
41,640		2,735	38,905
64,050		2,865	61,185
103,610		2,960	100,650
74,460		2,970	71,490
67,630		2,985	64,645
97,330		3,205	94,125
72,060		3,140	68,920
73,950		3,235	70,715
87,520		3,545	83,975
73,720		3,490	70,230
83,550		3,635	79,915
77,210		3,785	73,425
56,430		2,065	54,365
34,740		0	34,740
31,350		0	31,350
23,110		0	23,110
51,030		0	51,030
41,730		0	41,730
40,070	15,690	0	24,380
31,090	23,130	0	7,960
39,770	42,870	0	-3,100
56,440	51,870	0	4,570
78,170	103,900	0	74,270
<u>77,720</u>	<u>59,390</u>	<u>0</u>	<u>18,330</u>
30,500	296,850	43,265	1,290,385
65,220	11,870	1,730	51,620

1 B. Subsurface Flow

2 The State of California, Department of Water
3 Resources, published in April 1962, Appendix B, "Safe Yield
4 Determinations", of Bulletin No. 104, a report entitled "Planned
5 Utilization of the Ground Water Basins of the Coastal Plain of
6 Los Angeles County". That report included estimates of the
7 seasonal Subsurface Flow through Whittier Narrows for each Water
8 Year during the period 1934-35 through 1956-57. By applying
9 the same methods of computation, the estimates have been
10 extended through the Water Year 1958-59 and a 25-year average
11 of 28,400 acre-feet derived.

12 Table 2 sets out the Subsurface Flow for each Water
13 Year in the base period and the average annual Subsurface Flow
14 during the base period.

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TABLE 2
SUBSURFACE FLOW
DURING BASE PERIOD

<u>Water Year</u>	<u>Acre-Feet</u>
1934-35	33,500
36	33,500
37	31,100
38	25,600
39	25,000
1939-40	23,900
41	23,300
42	21,800
43	21,900
44	23,700
1944-45	23,500
46	23,100
47	22,400
48	25,700
49	30,300
1949-50	34,000
51	32,800
52	32,100
53	32,800
54	33,200
1954-55	33,600
56	32,200
57	32,600
58	30,500
1958-59	<u>27,800</u>
TOTAL	709,900
Average	28,400

1 C. Export to Lower Area

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

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

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

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TABLE 3

EXPORT TO LOWER AREA
DURING BASE PERIOD

<u>Water Year</u>	<u>Acre-Feet</u>
1934-35	15,049
35-36	21,644
36-37	22,668
37-38	25,151
38-39	27,532
1939-40	22,566
40-41	24,191
41-42	27,514
42-43	30,484
43-44	31,182
1944-45	25,953
45-46	27,456
46-47	29,877
47-48	30,165
48-49	25,515
1949-50	18,363
50-51	21,651
51-52	16,302
52-53	18,141
53-54	18,360
1954-55	18,796
55-56	20,728
56-57	19,686
57-58	22,031
58-59	<u>23,881</u>
TOTAL	584,886
Average	23,395

1 D. Derivation of Lower Area Average Annual Entitlement

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

5 TABLE 4
6 LOWER AREA AVERAGE ANNUAL ENTITLEMENT
7 (In acre-feet for base period)
8

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

15
16 II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

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

28 The arithmetic average of the annual rainfall
29 recorded at the four precipitation stations listed below shall
30 constitute the rainfall for San Gabriel Valley for the
31 respective Water Year.
32

<u>Station No.</u>	<u>Location</u>
95	114 East First Street, San Dimas
102C	19711 East Valley Blvd., Walnut
108C	119 South Hoyt Avenue, El Monte
610B	City Hall, Pasadena

Table 5 presents the annual rainfall for San Gabriel Valley for the Water Years 1954-55 through 1962-63.

TABLE 5
ANNUAL RAINFALL FOR SAN GABRIEL VALLEY

<u>Water Year</u>	<u>Rainfall, Inches</u>
1954-55	13.9
56	16.7
57	13.7
58	30.2
59	8.5
1959-60	10.6
61	5.9
62	22.4
63	12.3

The average rainfall in inches for the ten (10) consecutive Water Years ending with the year for which entitlement is being calculated shall be used as the basis for determining Lower Area Annual Entitlement.

Lower Area Annual Entitlements have been computed for 10-year average rainfall in increments of one-tenth (0.1) inch between fourteen (14) and twenty-five (25) inches and are set forth in Table A in paragraph 5 (d) of the Judgment. The following outlines the procedure for determining Lower Area Annual Entitlement from Table A:

- (1) Derive the 10-year average rainfall for San Gabriel Valley to the nearest one-tenth (0.1) inch;
- (2) Enter Table A in left-hand column at whole number of inches of rainfall; and

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

6
7 III. FUTURE MEASUREMENTS

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

23
24 A. Surface Water Measurements and Calculations.

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

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

1 water measurements and calculations shall include the following:

2 1. Measurements of Surface Flow.

3 a. Rio Hondo above Mission Bridge,

4 Station F64-R.

5 b. Mission Creek at San Gabriel

6 Boulevard, Station F83-R.

7 c. Rio Hondo By-pass Channel,

8 Station F313-R.

9 d. Whittier Narrows Flood Channel,

10 Station E337-R.

11 e. Calculation of Sycamore Canyon runoff

12 based on annual rainfall to nearest

13 inch at Station 170-C as shown on

14 Table 6.

15 f. San Gabriel River near Parkway Bridge.

16 This is to be a new station to replace

17 the existing station on San Gabriel

18 River at Beverly Boulevard, Station

19 F263B-R.

20 g. The portion of Reclaimed Water from

21 Whittier Narrows Reclamation Plant

22 diverted to Rio Hondo.

23 2. Measurement of local storm inflow to the channel

24 of each of the Rio Hondo and San Gabriel River

25 within Montebello Forebay.

26 a. Montebello storm drain, Station F181-R.

27 b. Calculation of unmeasured local storm

28 inflow.

29 3. Measurements of diversions to spreading grounds in

30 Montebello Forebay.

31 4. Measurement of surface outflow from Montebello

32 Forebay in the channel of each of Rio Hondo and

San Gabriel River.

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

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

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

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

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

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

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

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

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

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

TABLE 6

RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON*

Annual rainfall, in inches at Precipitation Station No. 170-C	Estimated runoff in acre-feet
6	5
7	10
8	15
9	25
10	35
11	45
12	60
13	75
14	90
15	105
16	125
17	145
18	170
19	200
20	240
21	275
22	315
23	355
24	400
25	445
26	490
27	535
28	580
29	630
30	685

Extrapolate for rainfall values in excess of 30 inches.

* Located on Westerly side of Whittier Narrows, upstream from dam and downstream from stream gaging Station F64-R. Approximate drainage area is 2.77 square miles.

B. Subsurface Flow

The determination of Subsurface Flow involves certain measurements and procedures which are set forth in this section. In connection with a recent comprehensive study made by the State of California, Department of Water Resources, for Bulletin No. 104, "Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County", estimates were made of Subsurface Flow through Whittier Narrows. The State concluded that a reasonable method of determining Subsurface Flow was by the transmissibility method, which is based on Darcy's Law applied

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

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

3 Q = Subsurface Flow

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

6 I = Slope of water table

7 A = Cross-sectional area

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

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

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

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

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

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

$$C = P_1 W d,$$

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

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

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

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

Utilizing the values of permeability shown above, then

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

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

$$Tw_e = TW - C$$

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

Subsurface Flow is equal to the effective transmissibility times the average slope of the water table. The formula derived from the foregoing, may be stated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

25
26 C. Export to Lower Area

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

1 IV. ACCOUNTING

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

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

17
18 A. Components of Usable Water

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

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

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

13
14 B. Calculation of Usable Water

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

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

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

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

1 Surface Flow or Export to Lower Area;

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

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

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

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

1 outflow at Station F45B-R for such periods.

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

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

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

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

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

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

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

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

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

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

1 Judgment.

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

11
12 D. Long-term Accounting

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

21
22 E. Water Usable for Ground Water Replenishment

23 With respect to any delivery of Make-up Water the
24 Watermaster shall determine the suitability of such water for
25 ground water replenishment. The Watermaster shall gather,
26 insofar as readily available from public and private agencies,
27 data relating to the quality of all categories of water,
28 Surface Flow, Subsurface Flow, Export to Lower Area, Reclaimed
29 Water, Lower Area Replenishment Water and Make-up Water.
30
31
32

REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

REIMBURSEMENT CONTRACT

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REIMBURSEMENT CONTRACT

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

RECITALS

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

2. Judgment. The parties named above, except City

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

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

DEFINITIONS

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

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

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

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

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

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

3. Common Terms With Judgment -- All terms specially defined in said judgment are used herein in the sense in which they are therein defined, and said special definitions are incorporated herein by this reference.

OPERATIVE PROVISIONS

1. Consideration for Execution. The great majority of the defendants in the action are situated in whole or in part within Upper District and pump water therein. Certain defendants, including the Cities of Alhambra, Azusa and

Monterey Park, as well as the City of Whittier which is not a defendant, lie outside Upper District. Execution of this agreement by all parties to it is essential to induce each party hereto to execute this agreement, and likewise, execution of the Stipulation for Judgment by all defendants in the action is necessary to induce each party hereto to execute this contract. Each party executes this contract in consideration of its execution by the other parties, and in consideration of the execution of the Stipulation by the parties thereto. Moreover, by this contract each party other than City of Whittier waives its right to cross-complain in the action so as to bring City of Whittier into the action as a party.

2. Intervention by Upper District. In consideration of the execution of this contract by Pumpers and to contribute to the physical solution of providing adequate water for its inhabitants, Upper District has intervened as a defendant in the action and agrees to execute the stipulation for said judgment.

3. Administration. Upper District shall administer the provisions of this contract, as to all Pumpers, including additional parties hereto mentioned in Paragraph 16.

4. Covenant to Reimburse. Each Pumper hereby agrees to pay to Upper District such Pumper's share of Contract

Costs allocated and determined as provided below.

5. Allocation of Costs Among Pumpers. Pumpers agree among themselves, each for the benefit of all other Pumpers, to share and participate in the payment of any sums due Upper District hereunder in such proportion as the Assessable Pumpage of each Pumper bears to the total Assessable Pumpage of all Pumpers for the applicable period covered by any assessment as hereinafter provided, subject to the provisions of Paragraphs 9 and 11 below.

6. Reports by Pumpers. Pumpers shall file under penalty of perjury the reports hereinafter specified in the form provided by Upper District, as follows:

(a) Time and Procedure for Filing. Each year, on or before March 1, each Pumper shall file with Upper District a written report of its extractions of water from Upper Area for the preceding calendar year containing the information set forth in subparagraph (b) of this paragraph.

(b) Contents of the Report. Such annual reports to Upper District shall set forth:

(1) The name and address of the Pumper;
and

(2) The number of acre feet of water which was pumped or extracted from Upper Area by or on behalf of the Pumper during

the calendar year covered.

(c) Determination in Lieu of Report. In the event any Pumper fails to so file such report, Upper District shall make a determination of the Assessable Pumpage of such Pumper, which determination, subject to the provisions of Paragraph 9 below, shall be final and binding.

7. Notice of Assessment. On or before June 1 of each year, Upper District shall serve a Notice of Assessment on each Pumper covering the preceding calendar year which will contain a statement of:

(a) The amount of Assessable Pumpage by each Pumper;

(b) A detailed statement of Contract costs during the preceding calendar year, if any; and

(c) A statement of the amount of such Contract Costs which are assessable to and payable by the Pumper to whom such notice is sent.

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

incurred.

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

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

(a) Notice of Request for Redetermination.

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

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

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

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

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

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

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

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

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

(a) Allocation of Portion of Burden to Taxes.

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

(b) Imposition of Pump Tax. If Upper District should acquire and exercise the power to levy a tax or assessment upon the pumping or extraction of ground water within its boundaries and such power may be exercised for the purpose of paying all or a portion of Contract Costs as herein defined or the proceeds of such tax or assessment may be used to purchase Make-up Water as herein defined, then the proceeds of such tax or assessment shall first be used by Upper District to apply towards the Contract Costs otherwise payable by Pumpers within Upper District or towards paying the share of Make-up Water costs otherwise required of said Pumpers.

(c) Adjudication of Rights. If all or

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

12. Effective Date. This contract shall be effective ten (10) days after notice in writing of execution thereof by all parties, which notice shall be given to all Pumpers by Upper District, but shall cease and terminate on July 1, 1967, unless by said date (a) this contract shall have been validated as provided below, and (b) the Judgment shall have been rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

Upper San Gabriel Valley
Municipal Water District

(SEAL)

By Frank E. Tachon Pres.

By Howard H. Hankins Sec.

Dated: _____.

CITY OF ALHAMBRA

(SEAL)

By

Norma L. Young
MAYOR

ATTEST:

By

William F. Longley
CITY CLERK

Approved as to Form
[Signature]
City Attorney of Alhambra

Dated: _____.

(SEAL)

By

City of Arcadia
Dale E. Turner, Mayor

By _____

Dated: January 18, 1965.

(SEAL)

City of Azusa
By Lamar S. McManish
Mayor

By _____

Dated: _____.

(SEAL)

City of Corona
By Ben G. Yager Mayor

By _____

Dated: _____.

(SEAL)

City of El Monte
By Charles E. Higgins Mayor

By _____

Dated: _____.

(SEAL)

City of Glendora
By Jack M. Walker Mayor
By _____

Dated: January 11, 1965.

(SEAL)

City of Monterey Park
By William M. Ehrenbert Mayor
By Marquitta L. Astron city clerk

Dated: _____.

(SEAL)

City of Monrovia
By Ray K. Kasper Mayor
By _____

Dated: _____.

(SEAL)

City of South Pasadena
By Benton E. Jones, Mayor
By _____

Dated: Feb. 2, 1965.

(SEAL)

CITY OF WHITTIER
By Monte Tucker
MAYOR
By Frank R. Lindner
CITY CLERK

Approved as to form
Thomas H. Bewley
City Atty
Feb 2-65

Dated: _____.

(SEAL)

Baldwin, Park County, Dist.
By Ray W. Gould, Pres.
By Ralph B. Arden
secretary

Dated: _____.

(SEAL)

San Gabriel County Water District
By Robert S. Brummett - President
By Zeigler Peters, Secretary

Dated: _____.

(SEAL)

Busa ^{Company} Water Co.
By Hickory S. Jackson
By W. M. Gellay
President
Secretary

Dated: _____.

(SEAL)

Busa Valley Water Company
By Albert W. Guffitt, Pres.
By Dr. R. Caenut, Secy.

Dated: _____.

(SEAL)

CALIFORNIA CITIES WATER COMPANY

By James M. O'Neil VICE-PRESIDENT

By Robert W. Mc... ASST. SECRETARY

Dated: _____.

(SEAL)

CALIFORNIA DOMESTIC WATER CO.

By Fred M. Anderson President

By Carl O. Garner Sec.

Dated: _____.

(SEAL)

Calif Water & Telephone Co

By H. J. Hayes Vice Pres.

By _____

Dated: _____.

(SEAL)

Covina Irrigating Co.

By

Herne Jobe - PRES.

By

Lloyd D. Ferguson

Dated: _____.

(SEAL)

Cross Water Company,
a California Corporation,

By

John D. Dyer Pres.

By

Wm. H. Dyer Sec.

Dated: _____.

(SEAL)

East Pasadena Water Co.

By

Conrad G. Garmer Pres.

By

Roger J. Ellis ASSIST Sec.

Dated: _____.

(SEAL)

Glendon Irrigation Co
By A. F. Gordon, President
By O. J. Hammer, Secretary

Dated: _____.

(SEAL)

San Gabriel Valley Water Company
By W. E. Moseley, President
By C. A. Palmer, SECRETARY

Dated: _____.

SOUTHERN CALIFORNIA WATER COMPANY

(SEAL)

By Philip F. Walsh - President
By McWenmor - Secretary

Dated: _____.

(SEAL)

Suburban Water Systems
By Camille A. Garner Pres
By Wm. L. Hart Secy.

Dated: _____.

(SEAL)

Sunnyslope Water Company
By Robert A. Clary (President)
By _____

Dated: _____.

(SEAL)

Vallito Water Co -
By Camille A. Garner Pres
By Wm. L. Hart Secy.