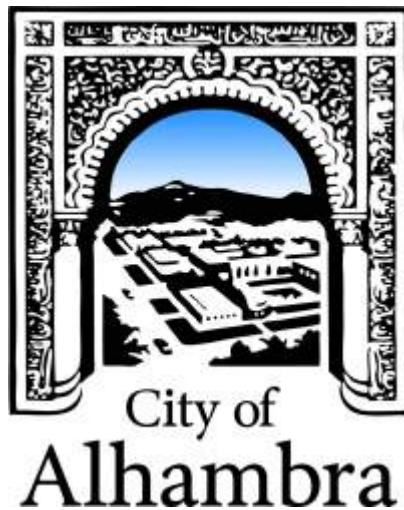


# THE VILLAGES AT THE ALHAMBRA WATER SUPPLY ASSESSMENT

March 2018

Prepared for

**CITY OF ALHAMBRA**



**P S O M A S**

3 Hutton Centre Drive  
Suite 200  
Santa Ana, CA 92707  
Project No. 2ALH010700

## **TABLE OF CONTENTS**

|  |             |
|--|-------------|
| <b>EXECUTIVE SUMMARY .....</b>                             | <b>ES-1</b> |
| ES.1 Water Demands.....                                    | ES-1        |
| ES.2 Water Supply .....                                    | ES-3        |
| ES.3 Reliability of Water Supplies.....                    | ES-4        |
| ES.4 Conclusion .....                                      | ES-8        |
| <b>1 INTRODUCTION.....</b>                                 | <b>1-1</b>  |
| 1.1 Proposed Project .....                                 | 1-1         |
| 1.2 WSA Purpose.....                                       | 1-5         |
| <b>2 LEGISLATION.....</b>                                  | <b>2-1</b>  |
| 2.1 SB 610 – Costa – Water Supply Planning .....           | 2-1         |
| 2.2 SB 1262 – Sustainable Groundwater Management Act ..... | 2-3         |
| <b>3 PROJECT WATER CHARACTERISTICS.....</b>                | <b>3-1</b>  |
| 3.1 Proposed Project Location .....                        | 3-1         |
| 3.2 Proposed Project Characteristics.....                  | 3-1         |
| 3.3 Project Water Demand.....                              | 3-1         |
| <b>4 CITY WATER SYSTEM.....</b>                            | <b>4-1</b>  |
| 4.1 City Water System Characteristics .....                | 4-1         |
| 4.2 City Water Demands.....                                | 4-2         |
| 4.3 City Water Supply.....                                 | 4-4         |
| <b>5 RELIABILITY OF WATER SUPPLIES .....</b>               | <b>5-1</b>  |
| 5.1 Groundwater Reliability.....                           | 5-1         |
| 5.2 Metropolitan Water District Supply Reliability.....    | 5-3         |
| 5.3 SGVMWD Supply Reliability .....                        | 5-6         |
| 5.4 City of Alhambra Water Supply Reliability .....        | 5-10        |
| <b>6 CONCLUSION .....</b>                                  | <b>6-1</b>  |
| <b>7 REFERENCES.....</b>                                   | <b>7-1</b>  |

Appendix A – Main San Gabriel Groundwater Basin Adjudication

Appendix B – Raymond Groundwater Basin Adjudication

Appendix C – City of Alhambra Landscape Ordinance (O2M15-4682)

## **TABLES**

|   |      |
|---|------|
| Table ES-1. Projected Normal City Water Demand (AF) .....   | ES-3 |
| Table ES-2. City Projected Normal Year Water Supply and Demand (AF) .....                                 | ES-7 |
| Table 3-1. Project Characteristics .....  | 3-2  |
| Table 3-2. Project Characteristics Phasing .....  | 3-3  |
| Table 3-3. Estimated Existing Landscape Water Demand in Project Area .....                                | 3-3  |
| Table 3-4. Estimated Project Landscape Irrigation Demands .....   | 3-5  |
| Table 3-5. Estimated Phased Project Water Demands.....  | 3-7  |
| Table 4-1. 2015 and Projected City Population .....   | 4-1  |
| Table 4-2. Historical City Water Demands.....   | 4-3  |
| Table 4-3. Projected Normal City Water Demand (AF).....   | 4-4  |
| Table 4-4. Historical City Water Supply (AF).....   | 4-5  |
| Table 4-5. Projected Normal City Water Supply (AF) .....  | 4-13 |
| Table 5-1. Metropolitan Regional Water Demands - Single-Dry, Multiple-Dry and Average<br>Years (AF) ..... | 5-7  |
| Table 5-2. Estimated SWP Allocations for SGVMWD.....  | 5-8  |
| Table 5-3. City Projected Normal Year & Single-Dry Year Water Supply & Demand (AF)..                      | 5-10 |
| Table 5-4. City Projected Multiple-Dry Year Water Supply and Demand (AF).....                             | 5-12 |

## **FIGURES**

|   |      |
|---|------|
| Figure ES-1. Regional Location Map .....                                    | ES-2 |
| Figure 1-1. Regional Location Map.....                                      | 1-2  |
| Figure 1-2. Project Site Plan .....   | 1-3  |
| Figure 1-3. Existing Site Plan with Building Numbers.....                   | 1-4  |
| Figure 4-1. City's Boundary Relative to Raymond and San Gabriel Basins..... | 4-2  |

## ABBREVIATIONS/ACRONYMS

|                        |  |
|------------------------|--|
| AB                     | Assembly Bill                                      |
| AF                     | Acre-feet  |
| AFY                    | Acre-feet per year                                 |
| APH                    | Alhambra Pumping Hole                              |
| BR                     | Bedroom  |
| CEQA                   | California Environmental Quality Act               |
| CGBC                   | California Green Building Standards Code           |
| City, Alhambra         | City of Alhambra                                   |
| CRA                    | Colorado River Aqueduct                            |
| CVP                    | Central Valley Project                             |
| CWEA                   | Cooperative Water Exchange Agreement               |
| DOF                    | California State Department of Finance             |
| DU                     | Dwelling Unit                                      |
| DWR                    | California Department of Water Resources           |
| EIR                    | Environmental Impact Report                        |
| ETo                    | Evapotranspiration                                 |
| ETAF                   | Evapotranspiration Adjustment Factor               |
| ETWU                   | Estimated Total Water Use                          |
| FY                     | Fiscal Year  |
| gpd                    | Gallons per day                                    |
| GSP                    | Groundwater Sustainability Plan                    |
| IRP                    | Integrated Resources Planning                      |
| MAF                    | Million Acre Feet                                  |
| MAWA                   | Maximum Applied Water Allowance                    |
| Metropolitan, MWD      | Metropolitan Water District of Southern California |
| MGD                    | Million gallons per day                            |
| MWELo                  | Model Water Efficient Landscape Ordinance          |
| OSY                    | Operating Safe Yield                               |
| QSA                    | Quantification Settlement Agreement                |
| RDA                    | Water Resource Development Assessment              |
| SB                     | Senate Bill  |
| sf                     | Square feet  |
| SGCWD                  | San Gabriel County Water District                  |
| SGMA                   | Sustainable Groundwater Management Plan            |
| SGVMWD, District       | San Gabriel Valley Municipal Water District        |
| SWP                    | State Water Project                                |
| SWRCB                  | State Water Resources Control Board                |
| TAF                    | Thousand Acre Feet                                 |
| Three Valleys District | Three Valleys Municipal Water District             |
| Upper District         | Upper San Gabriel Valley Municipal Water District  |
| UWMP                   | Urban Water Management Plan                        |
| VOC                    | Volatile Organic Carbon                            |
| WSA                    | Water Supply Assessment                            |



|      |                                      |
|------|--------------------------------------|
| WSAP | Water Supply Allocation Plan         |
| WSDM | Water Surplus and Drought Management |

## **EXECUTIVE SUMMARY**

The Proposed Project, The Villages of The Alhambra, is the development of residential housing and associated amenities at a 38.46-acre site in the City of Alhambra (City) that will fuse with existing office and commercial land uses to offer a mixed-use community. The regional location of the Proposed Project is shown on Figure ES-1. Overall the Proposed Project will construct 1,061 residential units, a 490-space parking structure, and associated open space, landscape, and vehicle/pedestrian circulation areas to accompany the existing 902,001 square feet of commercial and office space that will be retained within the site.

The Proposed Project is defined by Residential Planned Development RP-17-7; Conditional Use Permit CU-17-9; Vesting Tentative Tract Map TT-74194; and Variances V-17-10. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15082, the City of Alhambra as Lead Agency is preparing an Environmental Impact Report (State Clearinghouse No. 2017101025) to analyze the potential environmental effects of the Proposed Project.

This Water Supply Assessment (WSA) has been prepared for the Proposed Project in accordance with sections of the Public Resources Code and California Water Code as referenced in Senate Bill (SB) 610 to show that water supply is sufficient during normal, single-dry, and multiple-dry year conditions over the next 20 years to meet water demands of the Proposed Project as well as all other existing and planned future water demands for the City of Alhambra (City).

### ***ES.1 Water Demands***

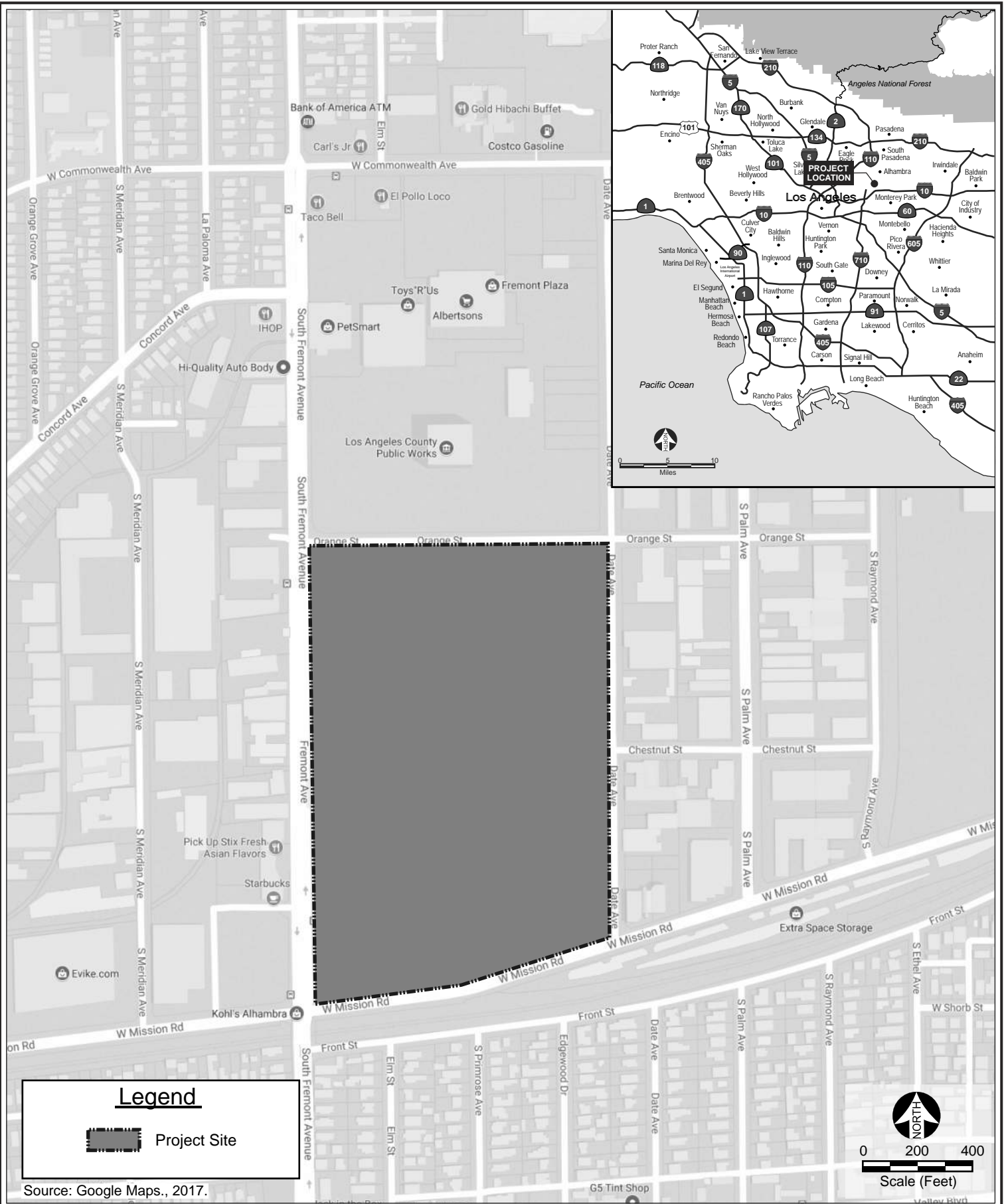
#### **Project Water Demands**

A population for the Proposed Project of 2,527 people was estimated by apportioning people per dwelling unit (housing population density) for each housing type considering the square footage and number of bedrooms. Indoor residential water demands for the Proposed Project was estimated by multiplying the estimated population by indoor residential unit water use factors that are in accordance with proposed State Assembly Bill No. 1668 (AB 1668).

In conformance with the State's new Model Efficient Landscape Ordinance (MWELO), a new landscape irrigation demand for the Project Area of 10.2 acre-feet (AF) was calculated, which is 2.3 AF less than the estimated existing landscape water demand for the same area. This is because existing landscaped areas will be replaced with new landscaping with lower water use and more efficient irrigation systems. To be conservative, a net new landscape demand of zero was used in calculating Project water demands.

Of the existing buildings to be demolished in the Project Area, only the Corner Office (Building B8) had a water demand in FY 2015. However, the FY 2015 metered water demand for Building B8 was only 0.63 AF, which is negligible and does not affect net demand estimates for the Proposed Project.

The current phasing plan for the Proposed Project is to have the East Plan Area developed and ready for occupancy by early 2020; the North Plan Area ready for occupancy in the first half of 2024; and the South and Corner Plan Areas ready for occupancy by the end of 2028. Based on this phasing and the methodology for calculating demands, the total net water demand for the Proposed Project is estimated at 91 AF by 2025 and at 158 AF by 2030 and beyond.



## City Water Demands

Southern California's urban water demand has been largely shaped by the efforts to comply with the Water Conservation Act of 2009 (SBx7-7). This law requires all California retail urban water suppliers serving more than 3,000 acre-feet per year (AFY) or 3,000 service connections to achieve a 20 percent water demand reduction (from a historical baseline) by 2020. The City has been actively engaged in efforts to reduce water use in its service area to meet the 2015 interim and the 2020 final water use targets. In the it's 2015 UWMP, the City's 2015 interim and 2020 final water use targets were determined to be 138 gallons per capita per day (gpcd) and 131 gpcd, respectively.

Historically, prior to 2010, City water use ranged between 142 and 150 gpcd during non-drought years. In response to persistent dry-conditions and SBx7-7, the City's water use has dropped significantly. Through water conservation-related ordinances and measures City water use ranged between approximately 116 and 118 gpcd from FY 2011 to FY 2014. City water use then dropped significantly in FY 2015 to 104 gpcd.

California's 5-year drought was officially declared to be over in April 2017, and it is anticipated that water use will increase some relative to 2015 water use. However, it is also anticipated that a great deal of water conservation will remain due to permanent measures that have already been implemented for existing City residences and that will be implemented by new development.

Future normal City water demands for FY 2020 through FY 2040 (in 5-year increments) were conservatively projected in the City's 2015 UWMP based on the projected City population and assuming the City's SBx7-7 target of 131 gpcd is achieved in 2020 and then maintained through the year 2040. It is conservatively assumed in this WSA that the demand projections included in the 2015 UWMP did not account for the Proposed Project demands as there is no specific mention that they were included. Projected normal City water demands with the addition of the Proposed Project demands are shown in Table ES-1. As shown, Proposed Project demands are estimated to increase total City demands by only 1.2% when fully developed through the planning period.

**Table ES-1. Projected Normal City Water Demand (AF)**

| Projected Normal Demand <sup>(a)</sup>         | FY 2020       | FY 2025       | FY 2030       | FY 2035       | FY 2040       |
|--|---------------|---------------|---------------|---------------|---------------|
| Total City Demands in 2015 UWMP <sup>(b)</sup> | 12,913        | 13,273        | 13,634        | 13,995        | 14,354        |
| Proposed Project Demand                        | 0             | 96            | 167           | 167           | 167           |
| <b>Total Demand</b>                            | <b>12,913</b> | <b>13,369</b> | <b>13,801</b> | <b>14,162</b> | <b>14,521</b> |
| % Project Demand                               | 0             | 0.7%          | 1.2%          | 1.2%          | 1.2%          |

(a) All demands include estimated 6.0% water loss consistent with the 2015 UWMP

(b) Normal year demand as projected in the City's 2015 UWMP projections, which is assumed to not include the demands of the Proposed Project

## **ES.2 Water Supply**

The primary source of water for the City is groundwater produced from the Main San Gabriel Groundwater Basin (Main San Gabriel Basin or Main Basin) via 10 City-owned and operated

wells. The City also produces groundwater from the Raymond Groundwater Basin (Raymond Basin) via one well, but that well is currently out of service due to high nitrate levels.

As a secondary water supply, the City purchases up to 3,000 AFY of imported water from the Metropolitan Water District of Southern California (Metropolitan or MWD) through an agreement with the Upper District called the Cooperative Water Exchange Agreement (CWEA). The CWEA serves to mitigate low groundwater levels in the westerly portion of the Main Basin called the Alhambra Pumping Hole (APH), from which the City pumps its groundwater, by having the City receive up to 3,000 AFY of Metropolitan imported water in lieu of pumping from the APH. Per the agreement, the City must replace 62.6% of the 3,000 AFY supply, which makes the supply a net supply of 1,222 AFY. From FY 2011 through FY 2015, the City's water supply averaged 74 percent from groundwater and 26 percent from imported water.

The City is a member agency of the San Gabriel Valley Municipal Water District (SGVMWD or District). SGVMWD is a wholesale water supplier that provides untreated State Water Project (SWP) water, which is water imported from the San Francisco-San Joaquin Bay-Delta (Bay-Delta) via the California Aqueduct, to replenish groundwater supplies in the Main Basin. In addition to Alhambra, SGVMWD's other member agencies are the cities of Azusa, Monterey Park, and Sierra Madre.

Although, there is no limit on the quantity of water that may be extracted by parties to the Main Basin adjudication, including the City, groundwater production in excess of water rights, or the proportional share (pumper's share) of the Operating Safe Yield (OSY), requires purchase of replacement water from SGVMWD to recharge the Main Basin.

The City's water rights to Main Basin groundwater amounts to 4.45876 percent of the OSY of the Basin. Typically, during non-drought years, the OSY has been 200,000 AF, which provides the City with a pumper's share of 8,918 AFY. However, for FY 2015, following three years of severe drought, the OSY was established at 150,000 AF, which reduced the City's pumper's share in the Main Basin to 6,688 AFY.

Water can also be stored in the Main Basin for later use (cyclic storage). The cyclic storage agreement between the Main Basin Watermaster and SGVMWD permits the District to deliver and store up to 50,000 AF. Member cities may also utilize cyclic storage to fulfill future replacement water requirements. Alhambra may store up to 10,000 AF.

The City historically has pumped groundwater from the Pasadena Subarea of the Raymond Basin. The City's Decreed Right was established at 1,031 acre-feet per year. However, as a result of pumping reductions imposed in the Pasadena Subarea, the City's annual pumping right decreased to 722 AFY as of July 1, 2014. Currently, the City's lone well that produces groundwater from the Raymond Basin (Well No. 2) is out of service due to high nitrate levels.

### ***ES.3 Reliability of Water Supplies***

#### ***Main Basin Groundwater***

Groundwater management and access to supplemental imported water have allowed water producers in the Main Basin to historically meet all water demands, including during single and multiple-dry years. San Gabriel District member cities Alhambra, Azusa, and Monterey Park have historically met all water demands with water supplies from the Main Basin. The San

Gabriel Valley is near buildout; therefore overall water demands are not expected to increase dramatically.

Total groundwater production for FY 2017 from the Main Basin was 184,400 AF, which is higher than the previous year's production of 173,800 AF, but significantly lower than the 10-year average of 222,000 AF. The decrease in groundwater production over time is primarily the result of increased water conservation at the consumer level.

The Basin Watermaster and basin producers recognized that prolonged drought conditions will adversely impact untreated imported water availability. Consequently, the Basin Watermaster took proactive measures to increase producer cyclic storage from about 15,000 AF as of the end of June 2010 to 51,000 AF as of June 2017. In addition, the Basin Watermaster, along with the three municipal water districts (Upper District, SGVMWD, and Three Valleys Municipal Water District), collectively have an additional 39,000 AF of imported water in cyclic storage, which can be made available for basin management.

### Metropolitan Imported Water

On the regional level, Metropolitan has taken a number of actions to secure a reliable water source for its member agencies. Metropolitan developed a water supply allocation plan (WSAP) and has utilized it initially in 2009 and 2010 and in 2015 for dealing with potential shortages that took into consideration the impact on retail customers, changes and losses in local supplies, the investment in and development of local resources, and conservation achievements. Additional actions taken by Metropolitan over the past several years have increased spending on conservation, local projects and water supply/reliability enhancements significantly.

In their 2015 UWMP, Metropolitan estimated supply capability and projected demands for an average (normal) year based on an average of hydrologies for the years 1922-2012; for a single dry-year based on a repeat of the hydrology in the year 1977; and for multiple dry years based on a repeat of the hydrology of 1990-1992. In all scenarios, there is a projected surplus, even without Metropolitan's Supplies under Development and Potential Supplies that could further increase the projected surplus if/when implemented.

### SGVMWD

SWP contractors including SGVMWD receive specified "Table A" amounts of SWP water each year as a percentage of their 100% maximum entitlements. The percentage allocation is set by DWR based on hydrologic and environmental conditions in the San Joaquin Delta. In wetter years, the Table A allocation percentage is set higher and in single-dry and multiple-dry years, the percentage is set lower. SGVMWD has a maximum annual SWP entitlement of 28,800 AF.

SGVMWD can augment their SWP allocations with cyclic storage and supplemental water purchases from other SWP contractors to meet demands. The cyclic storage agreement between the Main Basin Watermaster and SGVMWD permits the District to deliver and store up to 50,000 acre-feet of imported water in the Main Basin.

A supply deficit (gap) will occur in a given year if SGVMWD's available supply from SWP allocations, cyclic storage, and supplemental water purchases from other SWP contractors does not meet their demands. *It is important to note that this has never happened, i.e. SGVMWD has met all District demand obligations including all replacement water needs and other water*



demand obligations. During dry years and droughts, the District has primarily met SWP allocation shortfalls with cyclic storage. During the worst drought in California history between 2011 and 2016, the District met all demands with SWP allocations and cyclic storage; and did not require any supplemental water purchases from other SWP contractors.

For example, due to the past wet year, the Table A allocation was set at 85%, which equated to a SWP allocation of 24,480 AF for the District. This coincided with a District demand obligation of approximately 4,500 AFY. The District took their entire SWP allocation, fulfilled their demand obligation, and put the remaining 20,000 AF into their Main Basin storage account. The District's goal is to maintain their storage account as close to its 50,000 AF maximum as possible.

The District is planning to purchase 2,000 AF from a SWP contractor next year, and will utilize a policy to purchase SWP water during non-drought years (when the water can be purchased more economically) and store the water for use during dry water years when SWP allocations are reduced.

In addition to SGVMWD, member cities may utilize cyclic storage to fulfill future replacement water requirements. Alhambra may store up to 10,000 acre-feet of water in the Main Basin, according to the cyclic storage agreement between the Main Basin Watermaster, SGVMWD and Alhambra. When SGVMWD approaches its 50,000 AF storage limit, it will look to sell stored water to member cities to help them more fully utilize their storage rights. SGVMWD can also work with the Main Basin Watermaster to increase their storage above 50,000 AF if the opportunity arises.

Based on their history of providing for all demand obligations, and their supply strategy going forward of fully utilizing cyclic storage to mitigate any SWP supply shortfalls that could arise during single-dry and multiple-dry water year conditions, the District fully expects to supply all member city replacement water needs including the City of Alhambra through the planning period, 2020 through 2040.

#### City of Alhambra

Projected City normal year supplies and demands are presented in Table ES-2. Footnotes in Table ES-2 present the assumptions. It is estimated that the City can meet all projected normal year demands through the planning period including demands from the Proposed Project using their Main Basin groundwater pumper's share; imported water from MWD per the CWEA agreement; and replacement water for the Main Basin either from water purchased from SGVMWD (SWP allocation, cyclic storage, and/or supplemental water purchases from other SWP contractors) or groundwater from the City's cyclic storage account (10,000 AF max) if it is available from wet-year storage.

Assuming SGVMWD, renegotiates their water exchange agreement with MWD to lower their demand from 5,000 AFY to 2,200 AFY (-2,800 AF) as planned, the District would need to utilize cyclic storage ranging from 494 to 1,870 AF to meet their demands from 2025 through 2040 based on projections made in their 2017 IRP. SGVMWD currently has 20,000 AF of cyclic storage in their account with the Main Basin Watermaster, and plans to hold closer to their maximum allocation of 50,000 AF through the planning period.

**Table ES-2. City Projected Normal Year Water Supply and Demand (AF)**

| Supply Sources/Demands                         | 2020          | 2025          | 2030          | 2035          | 2040          |
|--|---------------|---------------|---------------|---------------|---------------|
| Supply   | Normal Year   |               |               |               |               |
| Main Basin Groundwater <sup>(a)</sup>          | 8,918         | 8,918         | 8,918         | 8,918         | 8,918         |
| MWD Imported Water <sup>(b)</sup>              | 1,122         | 1,122         | 1,122         | 1,122         | 1,122         |
| Main Basin Replacement Water <sup>(c)</sup>    | 2,873         | 3,329         | 3,761         | 4,122         | 4,481         |
| Cyclic Storage <sup>(d)</sup>                  | 0             | 0             | 0             | 0             | 0             |
| <b>Total Supply</b>                            | <b>12,913</b> | <b>13,369</b> | <b>13,801</b> | <b>14,162</b> | <b>14,521</b> |
| Demand <sup>(e)</sup>                          | Normal Year   |               |               |               |               |
| Total City Demands in 2015 UWMP <sup>(f)</sup> | 12,913        | 13,273        | 13,634        | 13,995        | 14,354        |
| Proposed Project Demand <sup>(g)</sup>         | 0             | 96            | 167           | 167           | 167           |
| <b>Total Demand</b>                            | <b>12,913</b> | <b>13,369</b> | <b>13,801</b> | <b>14,162</b> | <b>14,521</b> |

- (a) 4.45876% of OSY, which is estimated at 200,000 AF for a normal water year
- (b) Net supply per CWEA agreement
- (c) Water purchased from SGVMWD to replenish the Main Basin for groundwater the City pumps above its pumper's share (typically 8,918 AF for a normal water year)
- (d) In lieu of purchasing replacement water from SGVMWD, the City could utilize groundwater from their cyclic storage account (10,000 AF max) if available from wet-year storage
- (e) All demands include estimated 6.0% water loss consistent with the 2015 UWMP
- (f) Normal year demand as projected in the City's 2015 UWMP projections, which is assumed to not include the demands of the Proposed Project
- (g) Proposed Project demand as shown in Table 3-5 with 6.0 % water loss added

It was assumed in SGVMWD's 2017 Integrated Resources Plan (IRP) that city member demands would not change during a single-dry water year relative to estimated demands during a normal water year, and that the OSY for the Main Basin would remain at 200,000 AF, which means the City of Alhambra's pumper's share would remain at 8,918 AF. Accordingly, the demand and supply comparison for a single-dry water year is the same as for a normal water year as shown in Table ES-2.

Assuming SGVMWD renegotiates their water exchange agreement with MWD in 2018, the District would need to utilize cyclic storage ranging from 12,960 to 16,270 AF to meet their single-dry year demands from 2025 through 2040 based on projections made in their 2017 IRP. The increased cyclic storage requirement in a single-dry compared to a normal year is because the District's estimated SWP Table A allocation for a single-dry year is estimated at 11% of their maximum entitlement, whereas it is estimated at 58% for a normal year.

It is estimated that the City can meet all single-dry year demands including Proposed Project demands through the planning period with the supplies shown in Table ES-2.

In regards to having adequate supply to meet demand during multiple-dry water years, it was estimated in SGVMWD's 2017 IRP and estimated in this WSA that the OSY would be 200,000 AF in the first dry year; 180,000 AF in the second dry year; and 170,000 AF in the third dry year. Accordingly, the City of Alhambra's pumper's rights would be 8,918 AF in the first dry year; 8,026 AF in the second dry year; and 7,850 AF in the third dry year. City of Alhambra



demands are estimated to be normal in the first dry year; 4.2% to 3.3% lower (2020 to 2040) in the second dry year; and 6.3% to 4.9% lower (2020 to 2040) in the third dry year, based on the assumption that consumers conserve due to drought notifications consistent with past history and for consistency with SGVMWD's 2017 IRP.

Assuming SGVMWD, renegotiates their water exchange agreement with MWD, the District would need to utilize cyclic storage ranging from 7,296 to 12,911 AF to meet their demands from 2020 through 2040 based on projections made in their 2017 IRP, including an assumed 31% SWP Table A allocation.

Even with groundwater supply reductions, it is estimated that the City can meet all multiple-dry year demands including Proposed Project demands through the planning period.

#### ***ES.4 Conclusion***

Indoor residential water demand for the Proposed Project was estimated by multiplying the estimated population by indoor residential unit water use factors that are in accordance with proposed AB 1668. New landscape irrigation demands for the Proposed Project were estimated based on conformance with the State's new MWELO, which would actually reduce irrigation demands on the site, but to be conservative, a net new landscape demand of zero was estimated for the Proposed Project. Proposed Project demands are estimated to increase total City demands by only 1.2% when fully developed through the planning period.

It is estimated that the City can meet all projected normal year, single-dry year, and multiple-dry year demands through the planning period including demands from the Proposed Project using their Main Basin groundwater pumper's share; imported water from MWD per the CWEA agreement; and replacement water for the Main Basin either from water purchased from SGVMWD (SWP allocation, cyclic storage, and/or supplemental water purchases from other SWP contractors) or groundwater from the City's cyclic storage account (10,000 AF max) as available from wet-year storage.

The information included in this WSA identifies a sufficient and reliable water supply for the City, now and into the future, including a sufficient water supply for the Proposed Project. These supplies are also sufficient to provide for overall City-wide growth at the rate projected in the City's 2015 UWMP.

# 1 INTRODUCTION

## 1.1 Proposed Project

The Proposed Project, The Villages of The Alhambra, intends to develop an urban community in the City of Alhambra by fusing new residential land uses with existing office and commercial land uses at a 38.46-acre site bounded by Fremont Avenue on the west, Mission Road on the south, Date Avenue on the east, and Orange Street on the north. A regional location map and a Proposed Project site plan are shown on Figures 1-1 and 1-2, respectively. Figure 1-3 shows the Existing Site Plan with Building Number labels and indicates which ones are to be demolished. The Project Site is currently fully developed with office, warehouse, storage, utility substation, and surface parking lot uses. For purposes of the Proposed Project, the Project Site has been divided into five plan areas: Office, North, East, South, and Corner. The proposed development for each of these Plan Areas is described as follows:

### Office Plan Area (17.76 acres)

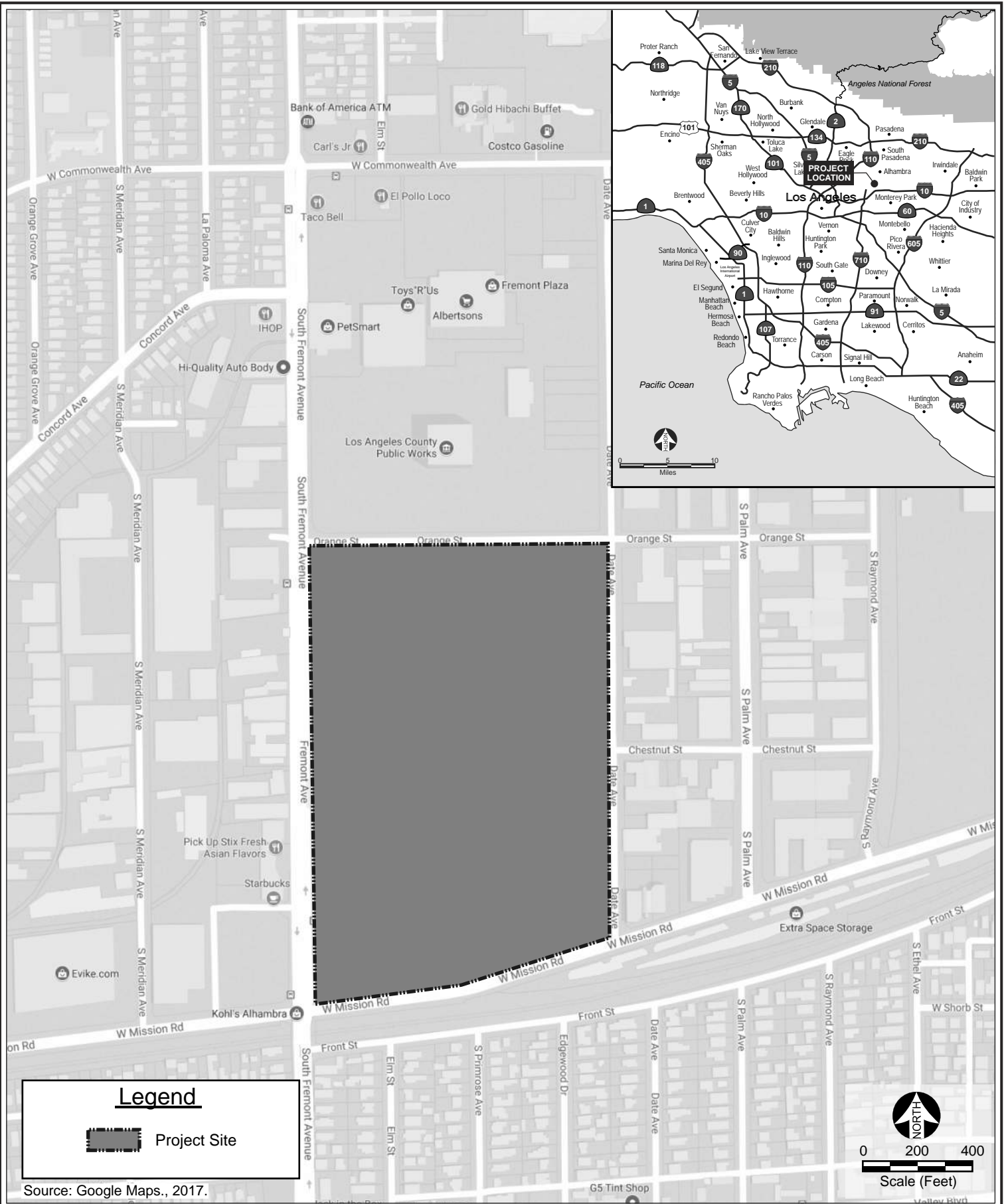
- Retention of 902,001 square feet (sf) of office space and approximately 1,800 parking spaces, including the existing LA Fitness building, the three-story parking structure (Building B2), and the five-level parking structure (Building B7)
- No new development will occur within the Office Plan Area, although vehicle and pedestrian circulation areas along its edges will be modified to provide consistent linkages with the adjacent plan areas

### North Plan Area (10.88 acres)

- Demolition of all existing buildings (A12, B14, B15, and B16) and structures, totaling 20,876 sf and surface parking lots
- Construction of 516 for-sale residential units (stacked flats and townhomes) (731,698 square feet) in five-story buildings (Buildings N1, N2, N3, and N4) with accompanying residential amenities
- Provision of 1,136 parking spaces for residents and guests in 2.25-level below-grade parking garages for stacked flat units, individual garages for townhomes, and on-street parking within the North Plan Area

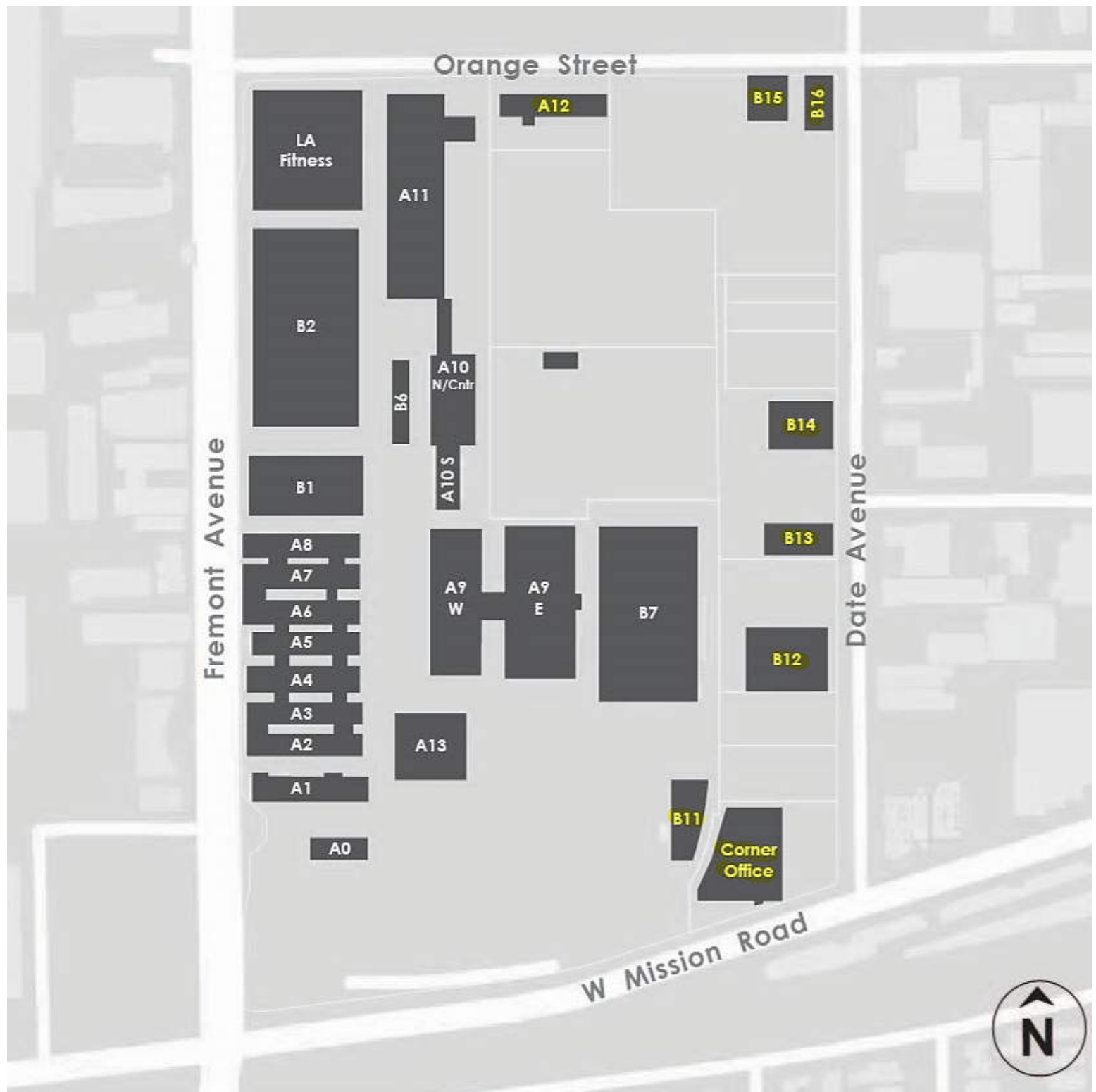
### East Plan Area (1.75 acres)

- Demolition of existing warehouse/storage buildings (B12 and B13) totaling 21,700 sf and surface parking lots
- Construction of a five-story, 490-stall parking garage (Building E1) to serve the existing office uses in the Office Plan Area as well as the proposed residences in the other plan areas









Note: Yellow Lettering indicates building to be demolished

Corner Plan Area (2.13 acres)

- Demolition of existing office and maintenance buildings (Corner Office or Building B8 and B11) and surface parking lots
- Construction of 153 rental apartment units (176,116 square feet) in a five-story building (stacked flats) with accompanying residential amenities (Building C1)
- Provision of 337 parking spaces for residents and guests

South Plan Area (5.86 acres)

- Demolition of all existing structures and surface parking lots, with the exception of Building A0 (10,145 sf), which will be retained
- Construction of 392 rental apartment units (stacked flats) (449,816 square feet) in two five-story buildings (S1 and S2) with accompanying residential amenities
- Provision of 913 parking spaces for residents and guests

Overall the Proposed Project will construct 1,061 residential units (516 for-sale; 545 rental), a 490-space parking structure, and associated open space, landscape, and vehicle/pedestrian circulation areas to accompany the existing 902,001 square feet of commercial and office space that would be retained within the Office Plan Area. Development of the Proposed Project will occur in a phased manner over a 10-year period, as defined in the requested Development Agreement.

The Proposed Project is defined by Residential Planned Development RP-17-7; Conditional Use Permit CU-17-9; Vesting Tentative Tract Map TT-74194; and Variances V-17-10. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15082, the City of Alhambra as Lead Agency is preparing an Environmental Impact Report (State Clearinghouse No. 2017101025) to analyze the potential environmental effects of the Proposed Project.

## **1.2 WSA Purpose**

The preparation of a Water Supply Assessment (WSA) is required for development “Projects” subject to CEQA review as defined by Water Code Section 10912. The purpose of a WSA is to determine whether total projected water supply is sufficient during normal, single-dry, and multiple-dry year scenarios over the next 20-year projection to meet the demands associated with the proposed Project in addition to the responsible public water agency’s other existing and planned future demands. The responsible public water agency in this case is the City of Alhambra.



## **2 LEGISLATION**

According to the Guidebook for Implementation of Senate Bill (SB) 610 and SB 221 Water Code Section 10912, a “Project” requiring a WSA is defined by any of the following criteria:

1. A proposed residential development of more than 500 dwelling units (DU)
2. A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet (sf) of floor space
3. A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space
4. A proposed hotel or motel, or both, having more than 500 rooms
5. A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor space
6. A mixed-use project that includes one or more of the projects specified in this subdivision
7. A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project

The Proposed Project in this case will construct 1,061 residential units, and per Criteria No. 1, necessitates the preparation of a WSA following the requirements of SB 610.

### **2.1 SB 610 – Costa – Water Supply Planning**

SB 610 was chaptered into law on October 9, 2001. It mandates that a city or county approving certain projects subject to CEQA (i) identify any public water system that may supply water for the project, and (ii) request those public water systems to prepare a specified Water Supply Assessment (WSA). The assessment is to include the following:

1. A discussion of whether the public water system’s total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system’s existing and planned future uses, including agricultural and manufacturing.
2. The identification of existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and water received in prior years pursuant to those entitlements, rights, and contracts.
3. A description of the quantities of water received in prior years by the public water system under the existing water supply entitlements, water rights, or water service contracts.
4. A demonstration of water supply entitlements, water rights, or water service contracts by the following means:
  - a. Written contracts or other proof of entitlement to an identified water supply.
  - b. Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.

- c. Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply.
  - d. Any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply.
- 5. The identification of other public water systems or water service contract holders that receive a water supply or have existing water supply entitlements, water rights, or water service contracts, to the same source of water as the public water system.
- 6. If groundwater is included for the supply for a proposed project, the following additional information is required:
  - a. Review of any information contained in the Urban Water Management Plan (UWMP) relevant to the identified water supply for the proposed project.
  - b. Description of any groundwater basin(s) from which the proposed project will be supplied. Adjudicated basins must have a copy of the court order or decree adopted and a description of the amount of groundwater the public water system has the legal right to pump. For non-adjudicated basins, information on whether the State Department of Water Resources (DWR) has identified the basin as over-drafted or has projected that the basin will become over-drafted if present management conditions continue, in the most current bulletin of DWR that characterizes the condition of the basin, and a detailed description of the efforts being undertaken in the basin to eliminate the long-term overdraft condition.
  - c. Description and analysis of the amount and location of groundwater pumped by the public water system for the past five years from any groundwater basin which the proposed project will be supplied. Analysis should be based on information that is reasonably available, including, but not limited to, historic use records.
  - d. Description and analysis of the amount and location of groundwater projected to be pumped by the public water system from any groundwater basin by which the proposed project will be supplied. Analysis should be based on information that is reasonably available, including, but not limited to, historic use records.
  - e. Analysis of the sufficiency of the groundwater from the basin(s) from which the proposed project will be supplied.

The WSA is to be included in any environmental document prepared for the project. The assessment may include an evaluation of any information included in that environmental document. A determination shall be made whether the projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses.

Additionally, SB 610 requires specific information pertaining to groundwater that is relied upon for water supply. Information must include a description of all water supply projects and programs that may be undertaken to meet total projected water use. SB 610 prohibits eligibility for funds from specified bond acts until the plan is submitted to the State.



## **2.2 SB 1262 – Sustainable Groundwater Management Act**

State Senate Bill 1262 adopted in September 2016 amends Section 66473.7 of the Government Code to require WSAs to address certain elements regarding groundwater sustainability if the project relies in whole or in part on groundwater as a source of supply.

Since both the Main San Gabriel Basin and Raymond Basin have been adjudicated, the portions of SB 1262 that are applicable are as follows:

For a basin for which a court or State Water Resources Control Board has adjudicated the rights to pump groundwater:

- Include the order or decree adopted by the court or the State Water Resources Control Board.

The adjudication documents for the Main Basin and Raymond Basin are included in Appendix A and B, respectively.

## **3 PROJECT CHARACTERISTICS**

### **3.1 Proposed Project Location**

The Proposed Project, The Villages of The Alhambra, is the development of residential housing and associated amenities in the City of Alhambra at a 38.46-acre site bounded by Fremont Avenue on the west, Mission Road on the south, Date Avenue on the east, and Orange Street on the north.

### **3.2 Proposed Project Characteristics**

The Project Site is currently fully developed with office, warehouse, storage, utility substation, and surface parking lot uses. The Project Site has been subdivided into five Plan Areas: Office, North, East, South, and Corner. No redevelopment will occur in the 17.76-acre Office Plan Area, and the existing 902,001 square feet of office space will be retained. Overall, the Proposed Project entails the construction of 1,061 residential units (516 for-sale; 545 rental), a 490-space parking structure, and associated open space, landscape, and vehicle/pedestrian circulation areas on 20.70 acres of the 38.46-acre site (Project Area), which is approximately 54 percent of the Project Site. The water demand-related characteristics of each Plan Area is shown in Table 3-1, including estimated average number of people per dwelling unit for each product type.

A population for the Proposed Project of 2,527 people has been estimated by apportioning people per dwelling unit (housing population density) for each housing type in the Proposed Project considering the square footage and number of bedrooms of each housing type, and considering the current average housing population density for the City of Alhambra, which is 2.87 people/household. An overall housing population density of 2.38 people/household is estimated for the Proposed Project (2,527 people/1,061 units), which seems reasonable due to the somewhat higher density of the Proposed Project compared to City average density. As discussed in Section 3.3, indoor residential per-capita water use is the basis used in this WSA to develop water demands for the Proposed Project. In addition to a breakdown of housing units and estimated population for each Plan Area in the Proposed Project, the landscape area and pools associated with each Plan Area is also shown in Table 3-1.

The current phasing plan for the Proposed Project is to have the East Plan Area developed and ready for occupancy by early 2020; the North Plan Area ready for occupancy in the first half of 2024; and the South and Corner Plan Areas ready for occupancy by the end of 2028. The phasing of project characteristics for the 5-year increment years 2020 through 2040 (consistent with the WSA reporting years) is shown in Table 3-2.

### **3.3 Project Water Demand**

#### **3.3.1 Existing Water Demand for Project Area**

Three City water meters read normal water demands for the entire site (Acct 021411-000, Acct 021338-000 & Acct 021329) not including fire flows, which are metered by separate fire meters. It should be noted that the last meter account listed above is for the existing building in the southwest corner of the site (Corner Office) which is under separate ownership. The normal water demands include both building (indoor) and irrigation (outdoor) site water demands, i.e.

the same meters read both indoor and outdoor irrigation demands. Metered water demands for the entire site totaled 59 AF in FY 2015 as shown in Table 3-3.

**Table 3-1. Project Characteristics**

|  | Area <sup>(a)</sup><br>(sf) | Number<br>of Units | People/<br>Unit | Population |
|--|-----------------------------|--------------------|-----------------|------------|
| <b>Office Plan Area (17.76 acres)</b>                                |                             |                    |                 |            |
| No Changes from Existing   | -                           | -                  | -               | -          |
| <b>East Plan Area (1.75 acres): Water Demand by FY 2020</b>          |                             |                    |                 |            |
| Landscape Area   | 23,046                      | -                  | -               | -          |
| <b>North Plan Area (10.88 acres): Occupancy/Water Demand by 2025</b> |                             |                    |                 |            |
| B2 Unit - 2 Bedroom Flat   | 1,050                       | 330                | 2.5             | 825        |
| C2 Unit - 3 Bedroom Condo Flat                                       | 1,350                       | 150                | 3.5             | 525        |
| TH Unit - 3 Bedroom Townhome   | 1,600                       | 36                 | 3.5             | 126        |
| Landscape Area   | 106,010                     | -                  | -               | -          |
| 1 Community Pool   | 7,500                       | -                  | -               | -          |
| North Plan Area Total  | -                           | 516                | 2.9             | 1,476      |
| <b>Corner Plan Area (2.13 acres): Occupancy/Water Demand by 2030</b> |                             |                    |                 |            |
| S1 Unit - Studio Flat  | 625                         | 20                 | 1.3             | 26         |
| A1 Unit - 1 Bedroom Flat   | 725                         | 70                 | 1.5             | 105        |
| B1 Unit - 2 Bedroom Flat   | 1,075                       | 59                 | 2.5             | 148        |
| C1 Unit - 3 Bedroom Condo Flat                                       | 1,425                       | 4                  | 3.5             | 14         |
| Landscape Irrigation   | 26,502                      | -                  | -               | -          |
| 1 Community Pool   | 7,500                       | -                  | -               | -          |
| Corner Plan Area Total   | -                           | 153                | 2.3             | 293        |
| <b>South Plan Area (5.86 acres): Occupancy/Water Use by 2030</b>     |                             |                    |                 |            |
| S1 Unit - Studio Flat  | 625                         | 60                 | 1.3             | 78         |
| A1 Unit - 1 Bedroom Flat   | 725                         | 167                | 1.5             | 251        |
| B1 Unit - 2 Bedroom Flat   | 1,075                       | 148                | 2.5             | 370        |
| C1 Unit - 3 Bedroom Condo Flat                                       | 1,425                       | 17                 | 3.5             | 60         |
| Landscape Irrigation   | 74,899                      | -                  | -               | -          |
| 2 Community Pools  | 15,000                      | -                  | -               | -          |
| South Plan Area Total  | -                           | 392                | 1.9             | 758        |
| <b>Total Plan Area (38.46 acres)</b>                                 |                             |                    |                 |            |
| S1 Unit - Studio Flat  | 625                         | 80                 | 1.3             | 104        |
| A1 Unit - 1 Bedroom Flat   | 725                         | 237                | 1.5             | 356        |
| B1 Unit - 2 Bedroom Flat   | 1,075                       | 207                | 2.5             | 518        |
| B2 Unit - 2 Bedroom Flat   | 1,050                       | 330                | 2.5             | 825        |
| C1 Unit - 3 Bedroom Condo Flat                                       | 1,425                       | 21                 | 3.5             | 74         |
| C2 Unit - 3 Bedroom Condo Flat                                       | 1,350                       | 150                | 3.5             | 525        |
| TH Unit - 3 Bedroom Townhome   | 1,600                       | 36                 | 3.5             | 126        |
| Landscape Area   | 230,457                     | -                  | -               | -          |
| 4 Community Pools  | 30,000                      | -                  | -               | -          |
| Total Plan Area Total  | -                           | 1,061              | 2.4             | 2,527      |

(a) Inside unit floor area not including decks and balconies

**Table 3-2. Project Characteristics Phasing**

| Project Development            | 2020         |            | 2025         |            | 2030 -2040   |            |
|--------------------------------|--------------|------------|--------------|------------|--------------|------------|
|                                | No. of Units | Population | No. of Units | Population | No. of Units | Population |
| S1 Unit - Studio Flat          | -            | -          | -            | -          | 80           | 104        |
| A1 Unit - 1 Bedroom Flat       | -            | -          | -            | -          | 237          | 356        |
| B1 Unit - 2 Bedroom Flat       | -            | -          | -            | -          | 207          | 518        |
| B2 Unit - 2 Bedroom Flat       | -            | -          | 330          | 825        | 330          | 825        |
| C1 Unit - 3 Bedroom Condo Flat | -            | -          | -            | -          | 21           | 74         |
| C2 Unit - 3 Bedroom Condo Flat | -            | -          | 150          | 525        | 150          | 525        |
| TH Unit - 3 Bedroom Townhome   | -            | -          | 36           | 126        | 36           | 126        |
| <b>Subtotal</b>                |              |            | 516          | 1,476      | 1,061        | 2,527      |
| Landscape Area (sf)            | 23,046       | -          | 106,010      | -          | 230,457      | -          |
| Community Pool (sf)            | -            | -          | 7,500        | -          | 30,000       | -          |

**Table 3-3. Estimated Existing Landscape Water Demand in Project Area**

| FY 2015 Meter Reading <sup>(a)</sup> | Entire Site                                 |  |                                     | Estimated Existing Project Landscape Irrigation <sup>(c)</sup> (AF) |
|--------------------------------------|---|--|-------------------------------------|---|
|                                      | Total Metered Water Use <sup>(b)</sup> (AF) | Estimated Building (Indoor) Water Use (AF) | Estimated Landscape Irrigation (AF) |   |
| 9/17/2014                            | 15  | 6  | 9                                   | 4.9   |
| 11/19/2014                           | 11  | 6  | 5                                   | 2.7   |
| 1/21/2015                            | 6   | 6  | 0                                   | 0   |
| 3/17/2015                            | 7   | 6  | 1                                   | 0.5   |
| 5/18/2015                            | 10  | 6  | 4                                   | 2.2   |
| 7/16/2015                            | 10  | 6  | 4                                   | 2.2   |
| <b>Total</b>                         | 59  | 36   | 23                                  | 12.5  |

(a) Meter readings taken approximately every two months

(b) Three meters read normal water demand for entire site (Acct 021411-000, Acct 021338-000 & Acct 021329-000) not including fire flows, which are metered by separate fire meters

(c) Existing metered landscape demand for Project area estimated to be 54% of total site metered landscape demand based on area takeoffs

Indoor water use for the site is estimated to be 36 AF based on the assumption that all metered water use in December and January (6 AF) was indoor water use, and that all metered water use above 6 AF for the rest of the year is irrigation demand (23 AF). The Project area encompasses

approximately 54 percent of the site surface area. As the existing landscape is consistent across the site, an existing landscape irrigation demand of 12.5 AF is estimated for the Project area by assuming 54 percent of the total landscape demand comes from the Project area. The net new landscape irrigation demand for the Project area will be the difference between the existing landscape irrigation water demand and the estimated new landscape irrigation water demand, which is presented and discussed in Section 3.3.2.

All existing commercial and office buildings and warehouses in the Project area (with the exception of Building A0 in South Plan Area) will be demolished to make room for the new residential development, i.e. Buildings A12, B15, B16 and B14 in the North Plan Area; Buildings B13 and B12 in the East Plan Area; and Buildings B11 and B8 (Corner Office) in the Corner Plan Area will be demolished. Of these existing buildings to be demolished in the Project area, only Building B8 had a water demand in FY 2015. However, the FY 2015 metered water demand for Building B8 was only 0.63 AF, which is negligible and does not affect net demand estimates for the Proposed Project.

### **3.3.2 New Net Water Demands for Project Area**

The State's new MWEL0 restricts landscape water irrigation for residential and non-residential areas to an Evapotranspiration Adjustment Factor (ETAF) of 0.55 and 0.45, respectively, or less. As the new Project area is residential land use, an ETAF of 0.55 would apply. The total landscape area of the new Project area will be 230,457 square feet (sf) per preliminary landscape plans prepared by EPTDESIGN, the Project Landscape Architect. Per these plans, 87 percent of the landscaped area will be low water planting with a Plant Factor (PF) of 0.3 and an Irrigation Efficiency (IE) of 0.81 using drip irrigation; and 13 percent will be turf area with a Plant Factor (PF) of 0.7 and an Irrigation Efficiency (IE) of 0.75 using overhead spray irrigation.

The reference Evapotranspiration (ET<sub>o</sub>) for the site/Project area is 52.3 inches, and the Estimated Total Water Use (ETWU) for the Project area is calculated by EPTDESIGN to be 10.2 AF as shown in Table 3-4. This ETWU translates to an ETAF of 0.44, which is less than the maximum allowable ETAF of 0.55 for new residential areas. The Maximum Applied Water Allowance (MAWA) is calculated to be 12.6 AF using an ETAF of 0.55.

The existing landscape irrigation water demand for the Project area was estimated to be 12.5 AF in Section 3.3.1, which means the new landscape will have a landscape irrigation demand 2.3 AF less than the existing demand (10.2 – 12.5), i.e. the net new landscape irrigation demand for the Project area is -2.3 AF. However, to be conservative, it will be estimated that the net new landscape demand is zero in calculating Project water demands.

Indoor residential water demands for the Proposed Project was estimated by multiplying the estimated population by indoor residential unit water use factors in gallons per capita per day (gpcd) that are in accordance with proposed AB 1668. AB 1668, which was last amended in the Senate on September 8, 2017, would require the State Water Resources Control Board, in coordination with DWR, to adopt long-term standards for the efficient use of water. As part of this bill, the standard for indoor residential water use would be established at 55 gpcd until January 1, 2025; then established at 52.5 gpcd until January 1, 2030; and then established at 50 gpcd thereafter.

Table 3-4. Estimated Project Landscape Irrigation Demands

| Valve #   | Hydrozone # /Planting Descriptions <sup>a</sup> | Plant Factor (PF)              | Irrigation Method <sup>b</sup> | Irrigation Efficiency (IE) <sup>c</sup> | ETAF (PF/IE)  | Landscape Area (sq. ft.)                   | ETAF x Area | Estimated Total Water Use (ETWU) <sup>d</sup> |
|---|---|--------------------------------|--------------------------------|---|---|--|-------------|---|
| Regular Landscape Areas   |   |                                |                                |   |   |  |             |   |
| A1  | Low Water Use Plants                            | 0.3                            | Drip                           | 0.81                                    | 0.37  | 200,773                                    | 74,360      | 2,411,209                                     |
| A2  | Turf Area                                       | 0.7                            | Spray                          | 0.75                                    | 0.93  | 29,684                                     | 27,705      | 898,364                                       |
|   |   |                                |                                |   | Totals  | 230,457                                    | 102,065     | 3,309,574                                     |
| Special Landscape Areas   |   |                                |                                |   |   |  |             |   |
|   |   |                                |                                |   | 1.00  | -  | -           | -   |
| Evapotranspiration (ETo) = 52.3 inches<br>Project ETAF = 0.55<br>(MAWA)   |   |                                |                                |   | ETWU Total  |  | 3,309,574   |   |
|   |   |                                |                                |   | ETWU (in acre-feet)                                 |  | 10.2        |   |
|   |   |                                |                                |   | Maximum Applied Water Allowance (MAWA) <sup>e</sup> |  | 4,110,054   |   |
|   |   |                                |                                |   | MAWA (in acre-feet)                                 |  | 12.6        |   |
| <sup>a</sup> Hydrozone/Plant Description  |   | <sup>b</sup> Irrigation Method |                                | <sup>c</sup> Irrigation Efficiency      |   | <sup>d</sup> ETWU (Annual Gal. Required) = |             |   |
| E.g.  |   | OH spray or drip               |                                | .75 for spray head                      |   | ETo x 0.62 x ETAF x Area                   |             |   |
| 1) Front Lawn   |   |                                |                                | .81 for drip                            |   | where 0.62 converts                        |             |   |
| 2) Low water use plantings  |   |                                |                                |   |   | acre-inches per acre                       |             |   |
| 3) Medium water use planting  |   |                                |                                |   |   | per year to square                         |             |   |
|   |   |                                |                                |   |   | feet per year.                             |             |   |
| <sup>e</sup> MAWA (Annual Gal. Allowed)=(ETo)(0.62)((ETAF x LA) + ((1-ETAF) x SLA))   |   |                                |                                |   |   |  |             |   |
| 0.62 converts acre-inches/acre per year to gallons/square foot per year. LA is total landscape area in square feet, SLA is total special landscape area in square feet, ETAF is 0.55 for residential & 0.45 for non-residential |   |                                |                                |   |   |  |             |   |
| ETAF Calculations   |   |                                |                                |   |   |  |             |   |
| Regular Landscape Areas   |   |                                |                                |   |   |  |             |   |
| Total ETAF x Area   |   | 102,065                        |                                |   |   |  |             |   |
| Total Area  |   | 230,457                        |                                |   |   |  |             |   |
| Average ETAF  |   | 0.44                           |                                |   |   |  |             |   |
| All Landscape Areas   |   |                                |                                |   |   |  |             |   |
| Total ETAF x Area   |   | 102,065                        |                                |   |   |  |             |   |
| Total Area  |   | 230,457                        |                                |   |   |  |             |   |
| Average ETAF for Regular Landscape Areas must not > 0.55 for residential areas & not > 0.45 for non-residential area.   |   |                                |                                |   |   |  |             |   |

**Average ETAF for Regular Landscape Areas must not > 0.55 for residential areas & not > 0.45 for non-residential area.**

Estimated phased water demand for the Proposed Project is shown in Table 3-5. The population estimated for each housing type in each Plan Area is multiplied by the appropriate indoor water use factor per AB 1668 consistent with the proposed phasing year for that Plan Area. Population estimated for housing units in the North Plan Area is multiplied by 52.5 gpcd for 2025, as the plan area is scheduled to start occupancy in 2024; and then multiplied by 50.0 gpcd for the period 2030 through 2040. Population estimated for housing units in the South and Corner Plan Areas is multiplied by 50.0 gpcd for the period 2030 through 2040, as the South Plan Area is scheduled to finish development by 2027, and the Corner Plan Area is scheduled to finish development by late 2028.

As discussed above, the net irrigation demand for each Plan Area is estimated to be zero. Four community pools will be installed, each with an estimated surface area of 7,500 sf and an annual makeup water demand of 0.5 gallons per square foot. The FY 2015 water demand for the Corner Office (Building B8), which will be demolished, was subtracted from the new water demand for the Proposed Project to calculate a net new water demand. As shown in Table 3-5, the total new net water demand for the Proposed Project is estimated to be 91 AF in 2025 and 158 AF for the period 2030 through 2040.

Table 3-5. Estimated Phased Project Water Demands

|   | Population | 2025           |                 |                 | 2030 - 2040    |                 |                 |
|---|------------|----------------|-----------------|-----------------|----------------|-----------------|-----------------|
|   |            | Unit Use (gpd) | Water Use (gpd) | Water Use (AFY) | Unit Use (gpd) | Water Use (gpd) | Water Use (AFY) |
| Office Plan Area (17.76 acres)                                |            |                |                 |                 |                |                 |                 |
| No Changes from Existing                                      | -          | -              | -               | -               | -              | -               | -               |
| East Plan Area (1.75 acres): Water Demand by FY 2020          |            |                |                 |                 |                |                 |                 |
| Net Landscape Irrigation <sup>(a)</sup>                       | -          | -              | -               | -               | -              | -               | -               |
| North Plan Area (10.88 acres): Occupancy/Water Demand by 2025 |            |                |                 |                 |                |                 |                 |
| B2 Unit - 2 Bedroom Flat                                      | 825        | 52.5           | 43,313          | 49              | 50             | 41,250          | 46              |
| C2 Unit - 3 BR Condo Flat                                     | 525        | 52.5           | 27,563          | 31              | 50             | 26,250          | 29              |
| TH Unit - 3 Bedroom TH  | 126        | 52.5           | 6,615           | 7               | 50             | 6,300           | 7               |
| Net Landscape Irrigation <sup>(a)</sup>                       | -          | -              | -               | -               | -              | -               | -               |
| 1 Community Pool  | -          | 0.5            | 3,750           | 4               | 0.5            | 3,750           | 4               |
| North Plan Area Total   | 1,476      | -              | 81,240          | 91              | -              | 77,550          | 87              |
| Corner Plan Area (2.13 acres): Occupancy/Water Demand by 2030 |            |                |                 |                 |                |                 |                 |
| S1 Unit - Studio Flat   | 26         | -              | -               | -               | 50             | 1,300           | 1               |
| A1 Unit - 1 BR Flat   | 105        | -              | -               | -               | 50             | 5,250           | 6               |
| B1 Unit - 2 BR Flat   | 207        | -              | -               | -               | 50             | 10,325          | 12              |
| C1 Unit - 3 BR Condo Flat                                     | 14         | -              | -               | -               | 50             | 700             | 1               |
| Net Landscape Irrigation <sup>(a)</sup>                       | -          | -              | -               | -               | -              | -               | -               |
| 1 Community Pool  | -          | -              | -               | -               | 0.5            | 3,750           | 4               |
| Corner Plan Area Total  | 352        | -              | -               | -               | -              | 21,325          | 24              |
| South Plan Area (5.86 acres): Occupancy/Water Use by 2030     |            |                |                 |                 |                |                 |                 |
| S1 Unit - Studio Flat   | 78         | -              | -               | -               | 50             | 3,900           | 4               |
| A1 Unit - 1 BR Flat   | 251        | -              | -               | -               | 50             | 12,525          | 14              |
| B1 Unit - 2 BR Flat   | 370        | -              | -               | -               | 50             | 18,500          | 21              |
| C1 Unit - 3 BR Condo Flat                                     | 60         | -              | -               | -               | 50             | 2,975           | 3               |
| Net Landscape Irrigation <sup>(a)</sup>                       | -          | -              | -               | -               | -              | -               | -               |
| 2 Community Pools   | -          | -              | -               | -               | 0.5            | 7,500           | 8               |
| South Plan Area Total   | 758        | -              | -               | -               | -              | 45,400          | 51              |
| Total Plan Area (38.46 acres)                                 |            |                |                 |                 |                |                 |                 |
| S1 Unit - Studio Flat   | 104        | -              | -               | -               | 50             | 5,200           | 6               |
| A1 Unit - 1 Bedroom Flat                                      | 356        | -              | -               | -               | 50             | 17,775          | 20              |
| B1 Unit - 2 Bedroom Flat                                      | 518        | -              | -               | -               | 50             | 25,875          | 29              |
| B2 Unit - 2 Bedroom Flat                                      | 825        | 52.5           | 43,313          | 49              | 50             | 41,250          | 46              |
| C1 Unit - 3 BR Condo Flat                                     | 74         | -              | -               | -               | 50             | 3,675           | 4               |
| C2 Unit - 3 BR Condo Flat                                     | 525        | 52.5           | 27,563          | 31              | 50             | 26,250          | 29              |
| TH Unit - 3 BR Townhome                                       | 126        | 52.5           | 6,615           | 7               | 50             | 6,300           | 7               |
| Net Landscape Irrigation <sup>(a)</sup>                       | -          | -              | -               | -               | -              | -               | -               |
| 4 Community Pools   | -          | 0.5            | 3,750           | 4               | 0.5            | 15,000          | 17              |
| Total Plan Area Total   | 2,527      | -              | 1,240           | 91              | -              | 141,325         | 158             |

(a) Net Irrigation at new Project area conservatively estimated to be zero



## 4 CITY WATER SYSTEM

### 4.1 City Water System Characteristics

The City's Water Service Area consists of the entire area within the limits of the City as the service area boundary coincides with the City boundary. As reported in the City's General Plan, approximately 54 percent of the City's land use is single-family and multi-family residential; 12 percent public; 6 percent commercial; 5 percent industrial/manufacturing; and 23 percent for roadways and other land uses. As reported in California Department of Finance (DOF) records, the City's population was 85,545 in 2015. The number of dwelling units in the City totaled 31,245 in 2015 with the following distribution of housing: 44.0 percent single detached, 12.3 percent single attached, 11.9 percent two to four units; 31.6 percent five plus units. DOF records showed the number of people per dwelling unit averaged 2.88.

The City's population is projected to increase to 97,825 by 2040 as reported in the City's 2015 UWMP, which is an increase of 14.4 percent relative to the population in 2015 as shown in Table 4-1.

**Table 4-1. 2015 and Projected City Population**

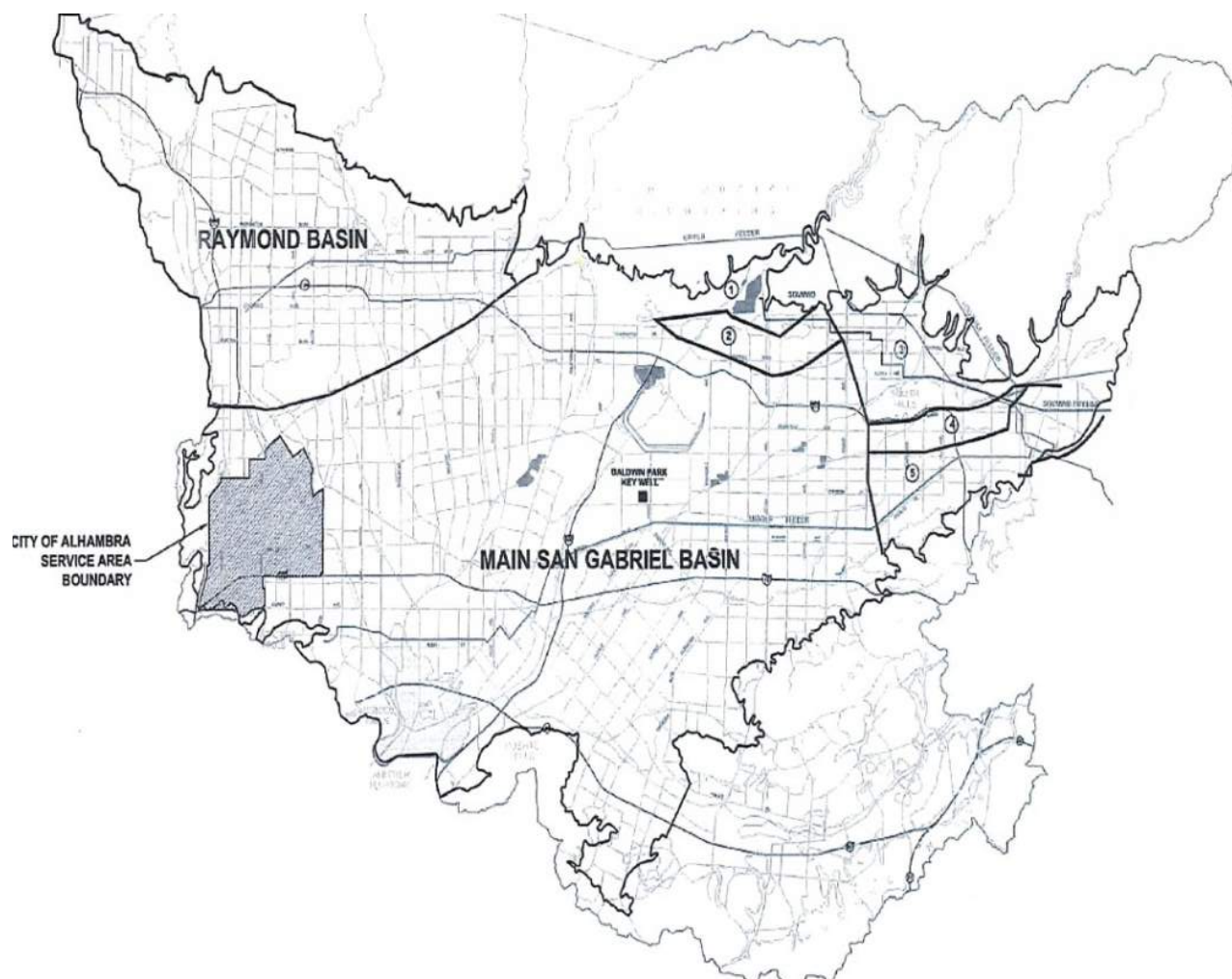
|                             | 2015   | 2020   | 2025   | 2030   | 2035   | 2040   |
|-----------------------------|--------|--------|--------|--------|--------|--------|
| Population                  | 85,545 | 88,001 | 90,457 | 92,913 | 95,369 | 97,825 |
| % Increase Relative to 2015 | -      | 2.9%   | 5.7%   | 8.6%   | 11.5%  | 14.4%  |

The City's distribution system is divided into two major pressure zones: northern and southern. The northern zone, which has the higher service elevations, serves water to four service areas (Alta Vista Service hilltop area, the Palatine hilltop service area, the Garvey hilltop service area, and the Siwanoy hilltop service area) through separate booster pump stations, drawing water from an associated reservoir. The City's distribution system includes six reservoirs and five booster pump stations.

The City is a member agency of the SGVMWD. The City's primary source of water supply is groundwater. The City has the legal right to pump groundwater from both the Main San Gabriel Groundwater Basin (Main San Gabriel Basin or Main Basin) and the Raymond Groundwater Basin (Raymond Basin). Figure 4-1 depicts the City's service area boundary relative to the Raymond and Main San Gabriel Basin boundaries.

The City produces groundwater for potable water supply from the Main San Gabriel Basin via 10 wells: Longden 1, Longden 2, 7, 8, 9, 11, 12, 13, 14 and 15. Groundwater produced from Well Nos. 7, 8, 11 and 12 is treated at a City water treatment plant to remove volatile organic carbons (VOCs) and reduce nitrate concentrations. The treatment plant, which went online in 2009, uses liquid-phase granular activated carbon to remove VOCs and ion exchange technology to reduce nitrate concentrations. The wells can provide approximately 2,016 AFY of groundwater supply to meet City demands assuming the wells are operated 50 percent of the year.

Currently, the City's lone well that produces groundwater from the Raymond Basin (Well No. 2) is out of service due to high nitrate levels. The City is evaluating a blending plan that would enable Well No. 2 to be placed back in service with a production of approximately 500 AFY.



**Figure 4-1. City's Boundary Relative to Raymond and San Gabriel Basins**

As a supplementary (secondary) water supply, the City purchases imported water from the Metropolitan Water District of Southern California (Metropolitan or MWD) through an agreement with the Upper San Gabriel Valley Municipal Water District (Upper District) called the Cooperative Water Exchange Agreement (CWEA), which is discussed in greater detail in Section 4.3.2.1. From FY 2011 through FY 2015, the City's water supply averaged approximately 74 percent from groundwater and 26 percent from imported water.

## **4.2 City Water Demands**

Since the previous 2010 UWMP update, southern California's urban water demand has been largely shaped by the efforts to comply with the Water Conservation Act of 2009 (SBx7-7). This law requires all California retail urban water suppliers serving more than 3,000 AFY or 3,000 service connections to achieve a 20 percent water demand reduction (from a historical baseline) by 2020. The City has been actively engaged in efforts to reduce water use in its service area to meet the 2015 interim and the 2020 final water use targets. Meeting this target is critical to ensure the City's eligibility to receive future state water grants and loans. In the City's 2015

UWMP, the City's 2015 interim and 2020 final water use targets were determined to be 138 gallons per capita per day (gpcd) and 131 gpcd, respectively.

Historically, prior to 2010, City water use ranged between 142 and 150 gpcd during non-drought years. In response to persistent dry-conditions and SBx7-7, the City's water use has dropped significantly as shown in Table 4-2. Through water conservation-related ordinances and measures City water use ranged between approximately 116 and 118 gpcd from FY 2011 to FY 2014.

**Table 4-2. Historical City Water Demands**

| Year                       | Water Use (ac-ft) |         |         |         |         |
|----------------------------|-------------------|---------|---------|---------|---------|
|                            | FY 2011           | FY 2012 | FY 2013 | FY 2014 | FY 2015 |
| Residential                | 7,821             | 7,796   | 7,982   | 8,062   | 7,311   |
| Commercial /Industrial     | 1,797             | 1,934   | 1,775   | 1,771   | 1,667   |
| School/Gov't               | 601               | 593     | 705     | 750     | 609     |
| Other                      | 0.5               | 0.5     | 0.7     | 0.8     | 0.6     |
| Unaccounted <sup>(a)</sup> | 608               | 614     | 733     | 723     | 385     |
| Total                      | 10,827            | 10,937  | 11,196  | 11,308  | 9,972   |
| Population                 | 83,611            | 84,337  | 84,892  | 85,231  | 85,908  |
| Per-Capita Demand (gpcd)   | 115.6             | 115.8   | 117.7   | 118.4   | 103.6   |

(a) Unaccounted-for water averaged 5.6% (FY 2011 – FY 2015)

In 2012, the most severe drought in California history began. In April 2015, Governor Brown issued Executive Order B-29-15 that required a collective reduction in statewide urban water use of 25 percent by February 2016, with each agency in the state given a specific reduction target by DWR. The City was able to meet the mandated water use reduction from June 2015 through February 2016. On May 9, 2016 Governor Brown issued Executive Order B-37-16 that built on temporary statewide emergency water restrictions to establish longer-term water conservation measures, including permanent monthly water use reporting, new permanent water use standards in California communities and bans on clearly wasteful practices.

City water use dropped significantly in 2015 to 104 gpcd, which was well below the City's SBx7-7 2015 interim target of 138 gpcd, and was already below the City's target water use of 131 gpcd set for 2020.

The drought was officially declared to be over in April 2017, and it is anticipated that water use will increase some relative to 2015 water use. However, it is also anticipated that a great deal of water conservation will remain due to permanent measures that have already been implemented for existing City residences and that will be implemented by new development, i.e. turf removal, conversion to drought resistance landscapes, conversion to more efficient irrigation systems, retrofits to high efficiency clothes washers and toilets, implementation of weather-based irrigation controllers, etc.

The California Green Building Standards Code (CGBC) has a direct impact on new residential and non-residential building and water conservation in the State. The 2016 California Green Building Standards Code, which became effective on January 1, 2017, aims to cut indoor water consumption by 20 to 35 percent from standards in place prior to the adoption of the first CGBC that became effective August 1, 2009, primarily through more efficient indoor water fixtures. The 2016 California Green Building Standards Code also includes outdoor water conservation by reducing the area devoted to high-irrigation use lawns and plants, emphasizing natural drought-tolerant plantings and the installation of irrigation controls that respond to local weather conditions. This is consistent with the MWEL0, which was adopted by the State on July 15, 2015 and corresponding ordinance adopted by the City on January 11, 2016, included as Appendix C.

Future City water demands for FY 2020 through FY 2040 (in 5-year increments) were conservatively projected in the City's 2015 UWMP based on the projected City population (as shown in Table 4-1) and assuming the City's SBx7-7 target of 131 gpcd is achieved in 2020 and then maintained through the year 2040. It is conservatively assumed that the demand projections included the 2015 UWMP did not account for the Proposed Project demands as there is no specific mention that they were included. Projected City water demands with the addition of the net Proposed Project demands are shown in Table 4-3. The net Proposed Project demands shown in Table 4-3 are the demands shown in Table 4-1 with 6.0% water loss added. As shown in Table 4-3, the net Proposed Project demands range from 0.7% to 1.2% of the total City water demand from 2025 through 2040.

**Table 4-3. Projected Normal City Water Demand (AF)**

| Projected Normal Demand <sup>(a)</sup>         | FY 2020       | FY 2025       | FY 2030       | FY 2035       | FY 2040       |
|--|---------------|---------------|---------------|---------------|---------------|
| Total City Demands in 2015 UWMP <sup>(b)</sup> | 12,913        | 13,273        | 13,634        | 13,995        | 14,354        |
| Proposed Project Demand <sup>(c)</sup>         | 0             | 96            | 167           | 167           | 167           |
| <b>Total Demand</b>                            | <b>12,913</b> | <b>13,369</b> | <b>13,801</b> | <b>14,162</b> | <b>14,521</b> |
| % Project Demand                               | 0             | 0.7%          | 1.2%          | 1.2%          | 1.2%          |

(a) All demands include estimated 6.0% water loss consistent with the 2015 UWMP

(b) Normal year demand as projected in the City's 2015 UWMP projections, which is assumed to not include the demands of the Proposed Project

(c) Net Proposed Project demand as shown in Table 3-5 with 6.0 % water loss added

### **4.3 City Water Supply**

City water supply by source for the five fiscal years 2011-2015 consisting of groundwater, MWD imported water, and a small amount of water from an intertie with San Gabriel County Water District (SGCWD) is shown in Table 4-4. The percent water supply from groundwater and MWD imported water has been very consistent and averaged 73.8 and 26.2 percent, respectively, for the 5-year period.

**Table 4-4. Historical City Water Supply (AF)**

|                      | FY 2011       | FY 2012       | FY 2013       | FY 2014       | FY 2015      |
|----------------------|---------------|---------------|---------------|---------------|--------------|
| Groundwater          | 8,370         | 7,937         | 8,135         | 8,322         | 7,260        |
| MWD Imported         | 2,429         | 3,000         | 3,025         | 2,986         | 2,712        |
| SGCWD                | 29            | 0             | 36            | 0             | 0            |
| <b>Total Supply</b>  | <b>10,827</b> | <b>10,937</b> | <b>11,196</b> | <b>11,308</b> | <b>9,972</b> |
| Percent Groundwater  | 77.3%         | 72.6%         | 72.7%         | 73.6%         | 72.8%        |
| Percent MWD Imported | 22.7%         | 27.4%         | 27.3%         | 26.4%         | 27.2%        |

#### **4.3.1 San Gabriel Valley Municipal Water District**

SGVMWD is a wholesale water supplier that provides untreated State Water Project (SWP) water, which is water imported from the San Francisco-San Joaquin Bay-Delta (Bay-Delta) via the California Aqueduct, to replenish groundwater supplies in the Main San Gabriel Basin (Main Basin). Its member cities are the cities of Alhambra, Azusa, Monterey Park, and Sierra Madre.

San Gabriel District was formed in 1959 to meet the supplemental water needs of its member cities which are located within the San Gabriel Valley. In anticipation of its long-term supplemental water needs, SGVMWD entered into a contract with the State of California on November 3, 1962, for the ultimate delivery of 25,000 AFY of water from the SWP. A subsequent amendment to the water supply contract dated September 28, 1964, increased the maximum annual entitlement to 28,800 AF. This quantity of water is not guaranteed each year and varies based on hydrologic conditions. SGVMWD will be allocated a portion of its Table A entitlement of SWP water up to 100 percent in a given year based on hydrologic conditions.

In 1969, voters within SGVMWD rejected a proposal to annex to the Metropolitan Water District of Southern California (Metropolitan or MWD). Consequently, SGVMWD constructed a pipeline (Devil Canyon-Azusa Pipeline) to deliver untreated SWP water to the Main Basin as supplemental water for any production in excess of Main Basin water rights by its member agencies and to furnish SGVMWD's portion of make-up water stipulated in the Long Beach Judgment (discussed in Section 4.3.2). SGVMWD offers low cost replacement water rates to its member cities by utilizing property tax rates to offset a portion of the cost of the replacement water.

#### **4.3.2 Groundwater Supply**

The information in this section is intended to furnish the information required by Water Code section 10910(f).

The primary source of water for the City is groundwater produced from the Main Basin via 10 City owned and operated wells. The City also produces groundwater from the Raymond Basin via one well, but that well is currently out of service due to high nitrate levels as discussed later in this section.



#### **4.3.2.1 San Gabriel Main Basin Groundwater**

Although, there is no limit on the quantity of water that may be extracted by parties to the Main Basin adjudication, including the City, groundwater production in excess of water rights, or the proportional share (pumper's share) of the Operating Safe Yield (OSY), requires purchase of SWP imported replacement water from SGVMWD to recharge the Main Basin.

The City's water rights to Main Basin groundwater amounts to 4.45876 percent of the OSY of the Basin. Typically, during non-drought years, the OSY has been 200,000 AF, which provides the City with a pumper's share of 8,918 AFY. However, for FY 2015, following three years of severe drought, the OSY was established at 150,000 AF, which reduced the City's pumper's share in the Main Basin to 6,688 AFY. In any given year, if the City produces more than its allocated pumper's share of Main Basin groundwater, the City must purchase SWP replacement water from SGVMWD, which is used to replenish the Main Basin.

The Main Basin watershed coincides with a portion of the upper San Gabriel River watershed, and underlies most of the San Gabriel Valley. The groundwater basin is bounded by the San Gabriel Mountains to the north, San Jose Hills to the east, Puente Hills to the south, and by a series of hills and the Raymond Fault to the west. The watershed is drained by the San Gabriel River and Rio Hondo, a tributary of the Los Angeles River. The surface area of the basin is approximately 167 square miles and the fresh water storage capacity is estimated to be approximately 8.6 million acre-feet (MAF).

The City pumps its groundwater from the westerly portion of the Main Basin, which is referred to as the Alhambra Pumping Hole (APH). The location is an area with limited replenishment due to the tightness of the groundwater formations and limited facilities for direct recharge to the area. Replenishment of the Main Basin in the area from the Rio Hondo east has little effect on the westerly portion of the Basin due to the limited transmissibility through the tighter formation west of the Rio Hondo.

The total fresh water storage capacity of the Main Basin is estimated to be about 9.5 MAF. Of that amount, about 1.1 MAF has been used historically in Main Basin operations. The Main Basin is replenished by stream runoff from the adjacent mountains and hills; by rainfall directly on the surface of the valley floor; subsurface inflow from Raymond Basin and Puente Basin; and by return flow from applied surface water. The Basin is also replenished with imported water. Three municipal water districts overly, or partially overly, the Main Basin: Upper District, SGVMWD, and Three Valleys Municipal Water District (Three Valleys District).

The Baldwin Park Key Well (Key Well) is used as the benchmark for determining how the groundwater supply for the entire Main Basin is trending. Pursuant to the Main Basin Judgment, the Main Basin Watermaster manages the Main Basin to maintain the groundwater level at the Key Well between 200 feet and 250 feet, to the extent possible.

Five consecutive years of below-average rainfall and stormwater runoff resulted in a decrease in the groundwater elevation at the Key Well to 173.6 feet as of June 30, 2016, which was a historic low. During FY 2017, rainfall was about 110 percent of average. However, replenishment of storm runoff was only about 65 percent of average due to the San Gabriel River watershed infiltrating much of the rainfall before it could flow into rivers or channels. In a concerted effort

to off-set the lack of stormwater runoff, during FY 2017, the Watermaster and local basin producers coordinated the delivery of about 76,000 acre-feet of untreated imported water for groundwater replenishment. Also, groundwater production totaled about 184,400 acre-feet, which is second lowest production since inception of Watermaster management. Collectively, these actions resulted in a Key Well elevation of 179.4 feet as of June 30, 2017. Although this elevation is about 21 feet below the “low” end of the operating range for the Watermaster, it represents an increase of 5.8 feet from the previous year.

DWR Bulletin 118 does not identify the Main Basin as being in overdraft. The basin is adjudicated, and as such, does not require the preparation of a Groundwater Sustainability Plan (GSP) under the Sustainable Groundwater Management Act (SGMA).

### *Long Beach Judgement*

Under the terms of the Long Beach Judgment, entered on September 24, 1965, the water supply of the San Gabriel River system was divided at Whittier Narrows between San Gabriel Valley upstream and the coastal plain of Los Angeles County downstream. The area downstream from Whittier Narrows (Lower Area), the plaintiffs (City of Long Beach, Central District, and the City of Compton, receive a quantity of usable water annually from the San Gabriel River system comprised of usable surface flow, subsurface flow at Whittier Narrows and water exported to the Lower Area. This annual entitlement is guaranteed by the area upstream of Whittier Narrows (Upper Area), the defendants (the City of Alhambra and 24 other producers of groundwater from the San Gabriel Valley), and provision is made for the supply of Make-up Water by the Upper Area for years in which the guaranteed entitlement is not received by the Lower Area.

Make-up Water is imported water purchased by the Main Basin Watermaster and delivered to agencies in Central District to satisfy obligations under the Long Beach Judgment. The entitlement of the Lower Area varies annually, dependent upon the 10-year average annual rainfall in the San Gabriel Valley for the 10 years ending with the year for which entitlement is calculated.

A three-member Watermaster (River Water Master) was appointed by the Court, one representing the Upper Area parties nominated by and through Upper District, one representing the Lower Area parties nominated by and through the Central District, and one jointly nominated by Upper District and Central District. The River Watermaster administers and enforces the provisions of the Long Beach Judgment. The River Watermaster meets periodically during the year to adopt a budget, to review activities affecting water supply in the San Gabriel River system area, to compile and review data, to make determinations of usable water received by the Lower Area, and to prepare its annual report to the Court. The River Watermaster has rendered annual reports for the water years 1963-64 through 2014-15 and operations of the river system under that Court Judgment and through the administration by the River Watermaster have been satisfactory since its inception.

One major result of the Long Beach Judgment was to leave the Main Basin free to manage its water resources so long as it meets its downstream obligation to the Lower Area under the terms of the Long Beach Judgment. Upper District intervened in the Long Beach case as a defendant to enforce the provisions of a Reimbursement Contract, which was incorporated into the Long

Beach Judgment to assure that any Make-up Water obligations under the terms of the Long Beach Judgment would be satisfied.

### Main Basin Judgement

Under the terms of the Main San Gabriel Basin Judgment (Main Basin Judgement), entered on January 4, 1973, all rights to the diversion of surface water and production of groundwater within the Main Basin and its relevant watershed were adjudicated. The Main Basin Judgment is administered by a nine-member board called the Main San Gabriel Basin Watermaster (Basin Watermaster). The Basin Watermaster files an annual report on Main Basin operations with the Court. Selected provisions of the Judgment are summarized below.

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

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

The long-term average OSY is about 200,000 acre-feet, although the annual OSY has ranged between 140,000 acre-feet and 240,000 acre-feet. An average OSY of 200,000 AFY was assumed in the SGVMWD 2017 Integrated Resources Plan Update (2017 SGVMWD IRP) to calculate member cities' projected groundwater production rights for an average year. The OSY was established at 150,000 acre-feet for fiscal years 1977, 1978, 2015, and 2016. An OSY of 150,000 AFY was used to calculate member cities' projected groundwater production rights for a "worst-case" year in the 2017 SGVMWD IRP. The City of Alhambra's water rights to Main Basin groundwater amounts to 4.45876 percent of the OSY for a given year.

### Groundwater Quality

During the late 1970s and early 1980s, significant groundwater contamination was discovered in the Main Basin. The contamination was caused in part by past practices of local industries that had carelessly disposed of industrial solvents referred to as Volatile Organic Compounds (VOCs), as well as by agricultural operations that infiltrated nitrates into the groundwater. Cleanup efforts were undertaken at the local, state, and federal level.

Local water agencies adopted a joint resolution in 1989 regarding water quality issues that stated the Main Basin Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Main Basin. The joint resolution also called for a cleanup plan.



In 1991, the Court granted the Main Basin Watermaster the authority to control pumping for water quality purposes. Accordingly, the Main Basin Watermaster added Section 28 which requires development of the Five Year Water Quality and Supply Plan and annual updates, which are submitted to the California Regional Water Quality Control Board, Los Angeles Region.

Section 28 of the Main Basin Watermaster's Rules and Regulations require all producers (including the City) to submit an application to 1) construct a new well, 2) modify an existing well, 3) destroy a well, or 4) construct a treatment facility. In 2006, the Main Basin Watermaster issued a permit to the City to construct a treatment facility to remove VOCs from Wells No. 7, 8, 11, and 12. The treatment facility became operational in April 2009. The wells/treatment facility can provide approximately 2,016 AFY of groundwater supply to meet City demands assuming the wells are operated 50 percent of the year.

#### *Main Basin Cyclic Storage Agreements*

Water delivered to the Main Basin in advance of its requirement is credited to the cyclic storage account with the Main Basin Watermaster, in-lieu of actual delivery of imported water for that purpose, at the discretion of SGVMWD. Because water is often stored in cyclic storage for many years before being required as replacement water, the cyclic storage program may be considered an exchange program in that it takes advantage of surplus water and stores it in the Main Basin for future use. Agencies with cyclic storage accounts include SGVMWD, Upper District, Three Valleys District, and Puente Basin Water Agency.

The cyclic storage agreement between the Main Basin Watermaster and SGVMWD permits the District to deliver and store up to 50,000 acre-feet of imported water in the Main Basin. In addition, SGVMWD member cities may utilize cyclic storage to fulfill future replacement water requirements. The City of Alhambra may store up to 10,000 acre-feet of water in the Main Basin, according to the Cyclic Storage Agreement between the Main Basin Watermaster, SGVMWD and Alhambra. As of June 30, 2017 Alhambra did not have any water in cyclic storage.

#### *Cooperative Water Exchange Agreement*

The City of Alhambra, SGVMWD, MWD, Upper District, and the Main Basin Watermaster participate in a Cooperative Water Exchange Agreement (CWEA), which mitigates a localized condition that exists in the westerly portion of the Main Basin called the “Alhambra Pumping Hole” (APH). The APH is located in an area of the Main Basin that typically received insufficient replenishment due to its hydrogeologic characteristics.

To mitigate low groundwater levels, it was agreed that the City of Alhambra would receive direct delivery of water from MWD service connection USG-5 and, in exchange, would reduce its extractions from the APH by approximately 3,000 AFY. All demands in excess of 3,000 AFY will then be satisfied by groundwater production from the Main Basin. Per the agreement, the City must replace 62.6% of the 3,000 AFY supply, which makes the supply a net supply of 1,222 AFY. A provision of the CWEA also provides a mechanism for MWD to utilize unused capacity in SGVMWD's Devil Canyon-Azusa Pipeline. The CWEA is cooperatively financed by Alhambra, SGVMWD, Upper District, and the Main Basin Watermaster.

#### **4.3.2.2 Raymond Basin Groundwater**

The Raymond Basin is located in the northwesterly portion of the San Gabriel Valley and is bounded on the north by the Angeles National Forest, on the west by the San Rafael Hills and is separated from the Main Basin on the southeast by the Raymond Fault. The Raymond Basin is divided into an eastern unit, which is the Santa Anita Subarea, and the Western unit, which is the Pasadena Subarea and Monk Hill Basin. The area of the Raymond Basin is approximately 40.9 square miles. The principal streams in the Raymond Basin are the Arroyo Seco, Eaton Wash, and Santa Anita Wash. The Arroyo Seco drains to the Los Angeles River, while Eaton Wash and Santa Anita Wash drain to the Rio Hondo.

Water levels in the Raymond Basin have varied over time, but are managed to stay within limits of a long-term mean elevation. No estimate of available groundwater storage has been provided since 1971, when a DWR study estimated the available stored water to be 1,000,000 acre-feet, leaving approximately 450,000 acre-feet of storage space available.

DWR Bulletin 118 does not identify the Raymond Basin as being in overdraft. The basin is adjudicated, and as such, does not require the preparation of a GSP under SGMA.

#### **Raymond Basin Judgment**

In 1937, the City of Pasadena filed suit to adjudicate water rights of the Raymond Basin. The DWR was retained to prepare a Report of Referee which described the geology and hydrogeology of the Raymond Basin and identified the Safe Yield of the Raymond Basin as 21,900 acre-feet. In 1950, the City of Pasadena requested the Safe Yield of the Raymond Basin to be re-determined. Subsequently, the Court issued a Modification of Judgment on April 29, 1955 increasing the Safe Yield of the Raymond Basin to 30,622 acre-feet. This is referred to as the “Decreed Right of 1955.” On January 17, 1974, the second modification of the Raymond Basin Judgment was signed allowing Parties credit for spreading of canyon diversions in spreading grounds in the vicinity of the Arroyo Seco, Eaton Wash, and Santa Anita Creek Canyon.

As a result of the Raymond Basin Judgment, participating Parties were allowed to exceed their water right by no more than 10 percent. (That exceedance is then deducted from the following year’s water right.) The water rights are fixed each year and do not vary. Water demands in excess of a Party’s water right must be met by purchasing imported water or using other water sources. Producers may not lease water rights between Subareas. Also, producers may not lease or acquire water rights from other Raymond Basin purveyors between subareas. The Raymond Basin Judgment is administered by the Raymond Basin Management Board.

The City of Alhambra historically has pumped groundwater from the Pasadena Subarea of the Raymond Basin. Pursuant to the Decreed Right of 1955, Alhambra’s Decreed Right was established at 1,031 AFY. However, as a result of pumping reductions imposed in the Pasadena Subarea, Alhambra’s annual pumping right decreased to 722 AFY as of July 1, 2014. Currently, the City’s lone well that produces groundwater from the Raymond Basin (Well No. 2) is out of service due to high nitrate levels. The City is evaluating a blending plan that would enable Well No. 2 to be placed back in service with a production of approximately 500 AFY.

### **4.3.3 Imported Water**

The information in this section is intended to provide the information required by Water Code section 10910(d).

Metropolitan is the wholesale water agency that serves supplemental imported water from northern California through the State Water Project (SWP) and the Colorado River Aqueduct (CRA) to 26 member agencies located in portions of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties. Metropolitan supplies approximately 3,000 AFY of imported water to the City of Alhambra at service connection USG-5 as part of the CWEA as discussed in Section 4.3.2.1.

SGVMWD is a wholesale water supplier that provides untreated SWP water to replenish groundwater supplies in the Main San Gabriel Basin (Main Basin). Its member cities are the cities of Alhambra, Azusa, Monterey Park, and Sierra Madre.

#### **4.3.3.1 Colorado River Supplies**

The CRA, which is owned and operated by Metropolitan, transports water from the Colorado River to its terminus at Lake Mathews in Riverside County. The actual amount of water per year that may be conveyed through the CRA to Metropolitan's member agencies is subject to the availability of Colorado River water for delivery.

The CRA includes supplies from the implementation of the Quantification Settlement Agreement (QSA) and related agreements to transfer water from agricultural agencies to urban uses. The 2003 QSA enabled California to implement major Colorado River water conservation and transfer programs, stabilizing water supplies for 75 years and reducing the state's demand on the river to its 4.4 MAF entitlement.

Water from the Colorado River system is available to users in California, Arizona, Colorado, Nevada, New Mexico, Utah, and Wyoming, as well as to Mexico. California is apportioned the use of 4.4 MAF of water from the Colorado River each year plus one-half of any surplus that may be available for use collectively in Arizona, California, and Nevada. Metropolitan has a basic entitlement of 550,000 AFY of Colorado River water, plus surplus water up to an additional 662,000 AFY when the following conditions exist (Metropolitan, 2015 UWMP, June 2016):

- Water unused by the California holders of priorities 1 through 3
- Water saved by the Palo Verde land management, crop rotation, and water supply program
- When the U.S. Secretary of the Interior makes available either one or both:
  - Surplus water
  - Colorado River water apportioned to but unused by Arizona and/or Nevada

Metropolitan has not received surplus water for a number of years. The Colorado River supply faces current and future imbalances between water supply and demand in the Colorado River Basin due to long term drought conditions. Over the period from 2000-2015, there have only

been three years when the Colorado River flow has been above average (Metropolitan, 2015 UWMP, June 2016).

Approximately 40 million people rely on the Colorado River system for water with 5.5 million acres of land using Colorado River water for irrigation. Climate change also has the potential to affect future supply and demand as increasing temperatures may increase evapotranspiration from vegetation along with an increase in water loss due to evaporation in reservoirs, therefore reducing the available amount of supply from the Colorado River.

In addition, Metropolitan has appropriated \$9.55 million to upgrade chlorination facilities in the aqueduct and at two additional locations in its system, the outlets of Lakes Mathews and Skinner. It is likely that additional upgrade costs will be incurred for these facilities. Chemical control (chlorination) at Copper Basin Reservoir, Lake Mathews, and the Lake Skinner Outlet costs approximately \$3.0-3.2 million per year depending on the amount of Colorado River water conveyed through the aqueduct.

#### **4.3.3.2 State Water Project Supplies**

The SWP consists of a series of pump stations, reservoirs, aqueducts, tunnels, and power plants that supply water from the Sacramento-San Joaquin Delta (Bay Delta) to 29 urban and agricultural agencies throughout California. More than two-thirds of California's residents obtain some of their drinking water from the SWP, which is owned and operated by DWR.

On an annual basis, each of the 29 SWP contractors, including Metropolitan as well as SGVMWD, request an amount of SWP water based on their anticipated yearly demand. In most cases, Metropolitan's requested supply is equivalent to its full Table A Amount, currently at 1,911,500 AFY<sup>1</sup>. The full Table A amount is defined as the maximum amount of imported water to be delivered and is specified in the contract between the DWR and the contractor. After receiving the requests, DWR assesses the amount of water supply available based on precipitation, snow pack on northern California watersheds, volume of water in storage, projected carry over storage, and Sacramento-San Joaquin Bay Delta regulatory requirements, which are discussed in more detail in Section 5.

Due to the uncertainty in water supply, contractors are not typically guaranteed their full Table A Amount, but instead a percentage of that amount based on the available supply. Once the percentage is set early in the water year, the agency can count on that amount of supply or more in the coming year. The percentage is typically set conservative and then held or adjusted upwards later in the year based on a reassessment of precipitation, snow pack, etc.

SWP supplies were most recently estimated using the 2015 SWP Delivery Capability Report distributed by DWR in July 2015. The 2015 Delivery Capability Report presents the current DWR estimate of the amount of water deliveries for current conditions and conditions 20 years in the future. These estimates incorporate restrictions on SWP and Central Valley Project (CVP)

---

<sup>1</sup> Generally, two types of deliveries are assumed for all SWP contractors: Table A and Article 21. Table A Amount is the contractual amount of allocated SWP supply, set by percentage amount annually by DWR; it is scheduled and uninterruptible. Article 21 water refers to the SWP contract provision defining this supply as water that may be made available by DWR when excess flows area available in the Delta (i.e., Delta outflow requirements have been met, SWP storage south of the Delta is full, and conveyance capacity is available beyond that being used for SWP operations and delivery of allocated and scheduled Table A supplies). Article 21 water is made available on an unscheduled and interruptible basis and is typically available only in average to wet years, generally only for a limited time in the later winter.

operations in accordance with the biological opinions of the U.S. Fish and Wildlife Service and National Marine Fisheries Service biological opinions. In addition, these estimates of future capability also reflect potential impacts of climate change and sea level rise.

Under the 2015 Delivery Capability Report with existing conveyance and low outflow requirements scenario, the delivery estimates for the SWP for 2020 conditions as a percentage of Table A amounts are 12 percent, equivalent to 257 TAF for Metropolitan, under a single-dry year (1977) condition and 51 percent, equivalent to 976 TAF for Metropolitan, under the long-term average condition.

#### **4.3.4 Projected City Water Supply**

Projected normal year, i.e. non dry year, supply by source for the City through the year 2040 is shown in Table 4-5. The total supply matches the total projected City demand shown in Table 4-3. For a normal water year, the Main Basin Watermaster typically sets the OSY at 200,000 AF and the City's pumper's share is 8,918 AF. The City obtains a net imported water supply of 1,122 AFY from MWD through the CWEA. Groundwater the City pumps in a given year above their pumper's share must be replaced. The City can purchase replacement water from SGVMWD for this basin replenishment or could potentially utilize groundwater from their cyclic storage account (10,000 AF maximum) if it is available from wet year storage.

**Table 4-5. Projected Normal City Water Supply (AF)**

| Supply Sources/Demands                      | FY 2020       | FY 2025       | FY 2030       | FY 2035       | FY 2040       |
|---|---------------|---------------|---------------|---------------|---------------|
| Main Basin Groundwater <sup>(a)</sup>       | 8,918         | 8,918         | 8,918         | 8,918         | 8,918         |
| MWD Imported Water <sup>(b)</sup>           | 1,122         | 1,122         | 1,122         | 1,122         | 1,122         |
| Main Basin Replacement Water <sup>(c)</sup> | 2,873         | 3,329         | 3,761         | 4,122         | 4,481         |
| Cyclic Storage <sup>(d)</sup>               | 0             | 0             | 0             | 0             | 0             |
| <b>Total Supply</b>                         | <b>12,913</b> | <b>13,369</b> | <b>13,801</b> | <b>14,162</b> | <b>14,521</b> |

(a) 4.45876% of OSY, which is estimated at 200,000 AF for a normal water year

(b) Net supply per CWEA (37.4% of 3,000 AF)

(c) Water purchased from SGVMWD to replenish the Main Basin for groundwater the City pumps above its pumper's share (typically 8,918 AF for a normal water year)

(d) In lieu of purchasing replacement water from SGVMWD, the City could utilize groundwater from their cyclic storage account (10,000 AF max) if available from wet-year storage

## **5 RELIABILITY OF WATER SUPPLIES**

Reliability is a measure of a water system's ability to manage water shortages. Reliability planning requires information about the following: (1) expected frequency and severity of shortages; (2) how additional water management measures are likely to affect the frequency and severity of shortages; and (3) how available contingency measures can reduce the impact of shortages when they occur. The reliability of the City's water supply is currently dependent on the reliability of both groundwater and imported water supplies as discussed in this section.

### **5.1 Groundwater Reliability**

#### **5.1.1 Main Basin Reliability**

In May of each year, the Main Basin Watermaster establishes the OSY for the ensuing fiscal year. This is done on the basis of, among other things, groundwater storage conditions, seasonal rainfall and local water recharge, and water stored in local surface reservoirs. The change in groundwater elevation at the Key Well is representative of changes in groundwater storage in the Main Basin. One foot of elevation change of the groundwater surface at the Key Well is roughly the equivalent of about 8,000 acre-feet of storage.

In order to provide sufficient storage capacity in the Main Basin to capture as much of the local water as practicable, the Main Basin Judgment provides that Supplemental Water will not be spread in the main portion of the Basin when the groundwater elevation at the Key Well exceeds 250 feet, and will be spread, insofar as practicable, to maintain that elevation above 200 feet.

If Main Basin storage is low, as indicated by the Key Well elevation, the OSY is usually lowered so that more replacement water can be purchased to increase Main Basin storage. If Main Basin storage is relatively high, the OSY is usually increased so that replacement water is reduced and Main Basin storage will be beneficially used.

The total fresh water storage capacity of the Main Basin is estimated to be about 8.7 MAF. Of that, only the top 125 feet of storage, or about 1.1 MAF is considered to have been used in historical Basin operations. The highest groundwater elevation (including Cyclic Storage) was recorded at approximately 294 feet in July 1983, while the groundwater elevation reached a historical low of 173.6 feet on September 30, 2016. However, the Key Well elevation was back up to 179.4 feet as of June 30, 2017 as a result of replenishing the Basin with 76,000 AF of untreated imported water and historically low groundwater production in FY 2017.

The Main Basin Watermaster adopted Resolution No. 05-14-263, which established a Water Resource Development Assessment (RDA), that was applied to all production during FY 2015 and FY 2016. The purpose of the RDA is to establish a fund from which untreated imported water may be purchased and delivered to the Basin. It is intended to create a "reservoir" of water that is available to assist in the management of the Basin in the event untreated water is not available in the future as a result of a short-term Statewide emergency.

As a result of the severe 5-year drought, resulting in significant reductions of the quantity of local water replenishment to the Basin, the Watermaster expanded the Supplement Water



Reliability Program (RDA) into the Supplemental Water Stormwater Augmentation Program (RDA II) in FY 2017 to help manage Basin water supplies under “worst case” hydrologic conditions, which is assumed to be three consecutive 5-year droughts, using the same hydrologic conditions as the recent FY 2012 through FY 2016 severe drought (total of 15 years of drought).

The new program is intended to purchase imported replenishment water for stormwater augmentation to maintain the Key Well elevation above 180 feet by the end of the tenth year, using Water Resource Development Assessment funds (RDA II). A stabilized Key Well elevation essentially ensures continued Basin water supply to the Basin Producers under the perceived worst case, 15-year sustained drought.

Groundwater management and access to supplemental imported water have allowed water producers in the Main Basin to historically meet water demands, including during single and multiple dry years. San Gabriel District member cities Alhambra, Azusa, and Monterey Park have historically met all water demands with water supplies from the Main Basin. The San Gabriel Valley is near buildout; therefore overall water demands are not expected to increase dramatically. Though SGVMWD member cities have access to the Main Basin water supplies and replacement water, the Main Basin’s reliability depends on replacement water and RDA requirements for SGVMWD being met.

The RDA II Program has an initial RDA II assessment of \$40 per acre-foot on all fiscal year 2016-17 production and is planned to increase to \$175 per acre-foot on all fiscal year 2020-21 production. The Basin Watermaster will use the RDA II funds to purchase untreated imported water to replenish the Basin for the “general benefit” of all Producers within the Basin. Unlike the original RDA (Supplemental Water Replenishment Storage Program), which is a Watermaster pre-purchase of replacement water, the RDA II water will supplement local stormwater replenishment, and have “no right of recovery” using a water right, by any Basin producer.

The Basin Watermaster and Basin producers recognized that prolonged drought conditions will adversely impact untreated imported water availability. Consequently, the Basin Watermaster took proactive measures to increase producer cyclic storage from about 15,000 AF as of the end of June 2010 to 51,000 AF as of June 2017. In addition, the Basin Watermaster, along with the three municipal water districts, collectively have an additional 39,000 AF of imported water in cyclic storage, which can be made available for Basin management. In response to five consecutive years of drought conditions, MWD implemented a “Water Supply Allocation Program” (WSAP) during FY 2016. The WSAP provided an untreated imported water allocation to Upper District of about 25,000 AF and about 4,000 AF to Three Valleys District. Additional untreated imported water requirements, which may be incurred may be deducted from pre-deliveries made by the Basin Watermaster and Basin producers to cyclic storage accounts. As a result of significant precipitation in northern California during the first half of calendar year 2016 and the Governor’s Executive Order declaring an end to the drought, MWD suspended the WSAP for FY 2017.

Total groundwater production for FY 2017 from the Main Basin was 184,400 AF, which is higher than the previous year’s production of 173,800 AF, but significantly lower than the 10-year average of 222,000 AF. The decrease in groundwater production over time is primarily the

result of increased water conservation at the consumer level. Groundwater production is influenced by a variety of conditions, including population, seasonal precipitation, groundwater contamination, and availability of surface water. Excluding the impacts of seasonal precipitation, groundwater production had experienced a gradual long-term increase, consistent with increasing population. The impacts of groundwater contamination during the 1980s and 1990s resulted in reduced groundwater production, offset by an equal increase of treated imported water purchases. Since the late 1990's groundwater production and treatment facilities have become operational, enabling water purveyors to resume use of groundwater. However, since the late-2000s, there has been a significant decrease in groundwater use (and overall) demand, which is likely the result of increased water conservation by consumers.

### **5.1.2 Raymond Basin Reliability**

Alhambra holds groundwater pumping rights in the Pasadena Subarea of the Raymond Basin. In January 2008, the Raymond Basin Management Board adopted Resolution 42-01 09 after recognizing declining water levels and impacts on supply in the Pasadena Subarea. Resolution 42-01 09 puts in place self-imposed pumping reductions of 30 percent implemented over five years from July 1, 2009 to July 1, 2014 in the Pasadena Subarea. This resolution was adopted with the goal to reduce total water production to 1955 Decreed Rights (from 17,843 AFY to 12,493 AFY), dissolve the remaining Long-Term Storage accounts, and increase groundwater levels.

## **5.2 Metropolitan Water District Supply Reliability**

Metropolitan acquires water from Northern California via the SWP and from the Colorado River to supply water to most of Southern California. Through the Integrated Resources Plan (IRP) and subsequent updates including the 2015 update, Metropolitan has worked toward identifying and developing water supplies to provide 100 percent reliability. Due to competing needs and uses for all of the water sources and regional water operational issues, Metropolitan has undertaken a number of planning processes: the IRP Process, the Water Surplus and Drought Management (WSDM) Plan, the UWMP, and the WSAP. Combined, these documents provide a framework and guidelines for optimum water planning into the future.

### **5.2.1 State Water Project**

In dry, below-normal conditions, Metropolitan has increased the supplies received from the California Aqueduct by developing flexible Central Valley/SWP storage and transfer programs. For 2014 and 2015, under the pumping restrictions of the SWP, Metropolitan has worked collaboratively with the other SWP contractors to develop numerous voluntary Central Valley/SWP storage and transfer programs. The goal of these storage/transfer programs is to develop additional dry year supplies that can be conveyed through the California Aqueduct during dry hydrologic conditions and regulatory restrictions.

Metropolitan has contractual rights to 65 TAF of flexible storage at Lake Perris (East Branch terminal reservoir) and 154 TAF of flexible storage at Castaic Lake (West Branch terminal reservoir). This storage provides Metropolitan with additional options for managing SWP deliveries to maximize yield. Over multiple dry years, it can provide Metropolitan with 73 TAF

of additional supply. In a single-dry year like 1977, it can provide up to 219 TAF of additional supply.

The Bay-Delta's ecosystem is facing challenges caused by a number of factors such as agricultural runoff, predation of native fish species, urban and other discharge, changing ecosystem food supplies, and overall system operation. These and other issues in the Delta have led to reductions in the availability and reliability of water supply deliveries from the SWP.

Metropolitan's Board approved a Delta Action Plan in June 2007 that provides a framework for staff to pursue actions with other agencies and stakeholders to build a sustainable Delta and reduce conflicts between water supply conveyance and the environment. The Delta action plan aims to prioritize immediate short-term actions to stabilize the Delta while an ultimate solution is selected, and mid-term steps to maintain the Delta while a long-term solution is implemented. Currently, Metropolitan is working towards addressing three basin elements: Delta ecosystem restoration, water supply conveyance, and flood control protection and storage development.

In April 2015, the Brown Administration announced California WaterFix, as well as a separate ecosystem restoration effort called California EcoRestore. Together, the California WaterFix and California EcoRestore will make significant contributions toward achieving the coequal goals of providing a more reliable water supply for California and protecting, restoring and enhancing the Delta ecosystem established in the Sacramento-San Joaquin Delta Reform Act of 2009. In addition to enhancing the Delta Ecosystem, there are a number major actions, projects, and programs Metropolitan has undertaken to improve SWP reliability.

### **5.2.2 Colorado River Aqueduct**

According to a report issued by the United States Bureau of Reclamation, future actions must be taken to implement solutions and help resolve the imbalance between water supply and demand in areas that use Colorado River water, such as:

- Resolution of issues related to water conservation, reuse, water banking, and weather modification concepts.
- Costs, permitting, and energy availability issues relating to large-capacity augmentation projects need to be identified and investigated.
- Opportunities to advance and improve the resolution of future climate projections should be pursued.
- Consideration should be given to projects, policies, and programs that provide a wide-range of benefits to water users and healthy rivers for all users.

Metropolitan has identified a number of programs that could be used to achieve the regional long-term development targets for the CRA, which are listed below. For details of these programs, reference Metropolitan's 2015 UWMP, Section 3.

- Imperial Irrigation District/Metropolitan Conservation Program
- Palo Verde Land Management, Crop Rotation, and Water Supply Program
- Management of Metropolitan-Owned Land in Palo Verde
- Southern Nevada Water Authority and Metropolitan Storage and Interstate Release Agreement

- Lower Colorado Water Supply Project
- Lake Mead Storage Program
- Quagga Mussel Control Program

In regards to the Quagga Mussel Control Program, Metropolitan developed a program in 2007 to address the long-term introduction of mussel larvae into the CRA from the lower Colorado River which is now heavily colonized from Lake Mead through Lake Havasu. The Quagga Mussel Control Program consists of surveillance activities and control measures. Surveillance activities are conducted annually alongside regularly scheduled 2-3 week long CRA shutdowns. Control activities consist of continuous chlorination at the outlet of Copper Basin Reservoir (5 miles into the aqueduct), a mobile chlorinator for control of mussels on a quarterly basis at outlet towers and physical removal of mussels from the trash racks at Whitsett Intake Pumping Plant in Lake Havasu.

Since 2007, the CRA has scheduled 2 to 3 week-long shutdowns each year for maintenance and repairs that provide the opportunity for direct inspections for mussels and the additional benefit of desiccating quagga mussels. Recent shutdown inspections have demonstrated that the use of chlorine and regularly scheduled shutdowns effectively control mussel infestation in the CRA since only few and small mussels have been found during these inspections.

### **5.2.3 Storage**

A key component of Metropolitan's water supply capability is the amount of water in Metropolitan's storage facilities. Storage is a major component of Metropolitan's dry-year resource management strategy. Metropolitan's likelihood of having adequate supply capability to meet projected demands, without implementing the Water Supply Allocation Plan (WSAP), is dependent on its storage resources.

In developing the supply capabilities in the 2015 UWMP, Metropolitan assumed the current (2015) storage levels at the start of simulation and used the median storage levels going into each of the five year increments based on the balances of supplies and demands. Under the median storage conditions, there is an estimated 50 percent probability that storage levels would be higher than the assumption used, and a 50 percent probability that storage levels would be lower than the assumption used.

All storage capability figures shown in Metropolitan's 2015 UWMP reflect actual storage program conveyance constraints. Under some conditions, Metropolitan may choose to implement the WSAP in order to preserve storage reserves for a future year, instead of using the full supply capability. This can result in impacts at the retail level even under conditions where there may be adequate supply capabilities to meet demands.

### **5.2.4 Supply Management Strategies**

On the regional level, Metropolitan has taken a number of actions to secure a reliable water source for its member agencies. Metropolitan developed a WSAP and has utilized it initially in 2009 to 2010 and a second time starting in 2015 for dealing with potential shortages that took into consideration the impact on retail customers, changes and losses in local supplies, the investment in and development of local resources, and conservation achievements. Additional

actions taken by Metropolitan over the past several years have increased spending on conservation, local projects and water supply/reliability enhancements significantly.

This spending plan included expenditures for the improvement of water conveyance facilities, water transfers, and providing financial assistance to member agency's local conservation, recycling, and groundwater clean-up efforts, and this spending plan is continuing. To fund these past and future expenditures on conservation, recycling and other local projects, Metropolitan Tier 1 treated water rates were increased by almost 54% for the 5-year period from January 1, 2009 to January 1, 2014. Over the next two years, this rate increased more modestly by 3.7 and 2.0 percent each year for 2015 and 2016, respectively. And the rates recently approved by Metropolitan for 2017 and 2018 are similar at 3.9 and 3.7 percent, respectively.

### **5.2.5 Metropolitan Projected Supply Capability**

In their 2015 UWMP, Metropolitan estimated supply capability and projected demands for an average (normal) year based on an average of hydrologies for the years 1922-2012; for a single-dry year based on a repeat of the hydrology in the year 1977; and for multiple dry years based on a repeat of the hydrology of 1990-1992. These single and multiple-dry year hydrologies were also used in Metropolitan's 2010 UWMP, 2010 IRP, and 2015 IRP as they historically represent the timing of the least amount of available water resources from the SWP.

Metropolitan developed demand forecasts by first estimating total retail demands for its service area and then factoring out water savings attributed to conservation. Projections of local supplies then were derived using data on current and expected local supply programs and the IRP Local Resource Program Target. The resulting difference between total demands net of conservation and local supplies is the expected regional demands on Metropolitan supplies. These estimates are summarized by category in Table 5-1 for average, single-dry and multiple-dry year water supply scenarios. More detailed information on Metropolitan's forecasts and these tables can be found in their 2015 UWMP. In all scenarios shown in Table 5-1 there is a projected surplus, even without Metropolitan's Supplies under Development and Potential Supplies.

### **5.3 SGVMWD Supply Reliability**

SGVMWD is a wholesale water supplier that provides untreated SWP to replenish groundwater supplies in the Main San Gabriel Basin. Its member cities are the cities of Alhambra, Azusa, Monterey Park, and Sierra Madre. SGVMWD has a maximum annual SWP entitlement of 28,800 AF. However, the quantity of water available to SGVMWD (and other SWP contractors) is not guaranteed. As determined by DWR, SGVMWD will be allocated a portion of its Table A entitlement of SWP water up to 100 percent (28,800 AF) in a given year based on hydrologic conditions. Other SWP contractors operate off of the same percentage allocation.

Member cities not including the City of Sierra Madre have a pumper's share of the Main Basin's OSY as determined by the Main Basin Watermaster for a given year. Typically, during non-drought years, the OSY has been set at 200,000 AF (Normal OSY). However, for FY 2015, following three years of severe drought, the OSY was established at 150,000 AF, which is considered to be the "worst-case" operating OSY for the Main Basin. As the City's pumper's share of the Main Basin's groundwater is 4.45876 percent of the OSY of the Basin, the City can receive up to 8,918 AF in a normal year and up to 6,688 in a worst-case year. Azusa and

Monterey Park also have pumper's share of the OSY. However, Sierra Madre does not have any water rights to Main Basin groundwater. If in a given year, a city needs to pump groundwater above their pumper's share, they can purchase replacement water (water used to replenish the Main Basin) from SGVMWD through their SWP entitlement, which can be augmented with cyclic storage and supplemental purchases of water from other SWP contractors.

**Table 5-1. Metropolitan Regional Water Demands -  
Single-Dry, Multiple-Dry and Average Years (AF)**

| <b>Single-Dry Year MWD Supply Capability and Projected Demands (1977 Hydrology)</b>        |             |             |             |             |             |
|--|-------------|-------------|-------------|-------------|-------------|
| <b>Fiscal Year</b>   | <b>2020</b> | <b>2025</b> | <b>2030</b> | <b>2035</b> | <b>2040</b> |
| Capability of Current Supplies   | 2,584,000   | 2,686,000   | 2,775,000   | 2,905,000   | 2,941,000   |
| Projected Demands  | 2,005,000   | 2,066,000   | 2,108,000   | 2,160,000   | 2,201,000   |
| Projected Surplus  | 579,000     | 620,000     | 667,000     | 745,000     | 740,000     |
| Projected Surplus % <sup>(a)</sup>   | 29%         | 30%         | 32%         | 34%         | 34%         |
| Supplies under Development   | 63,000      | 100,000     | 316,000     | 358,000     | 398,000     |
| Potential Surplus  | 642,000     | 720,000     | 983,000     | 1,103,000   | 1,138,000   |
| Potential Surplus % <sup>(a)</sup>   | 32%         | 35%         | 47%         | 51%         | 52%         |
| <b>Multiple-Dry Year MWD Supply Capability and Projected Demands (1990-1992 Hydrology)</b> |             |             |             |             |             |
| <b>Fiscal Year</b>   | <b>2020</b> | <b>2025</b> | <b>2030</b> | <b>2035</b> | <b>2040</b> |
| Capability of Current Supplies   | 2,103,000   | 2,154,000   | 2,190,000   | 2,242,000   | 2,260,000   |
| Projected Demands  | 2,001,000   | 2,118,000   | 2,171,000   | 2,216,000   | 2,258,000   |
| Projected Surplus  | 102,000     | 36,000      | 19,000      | 26,000      | 2,000       |
| Projected Surplus % <sup>(a)</sup>   | 5%          | 2%          | 1%          | 1%          | 0.1%        |
| Supplies under Development   | 43,000      | 80,000      | 204,000     | 245,000     | 286,000     |
| Potential Surplus  | 145,000     | 116,000     | 223,000     | 271,000     | 288,000     |
| Potential Surplus % <sup>(a)</sup>   | 7%          | 5%          | 10%         | 12%         | 13%         |
| <b>Average Year MWD Supply Capability and Projected Demands (1922-2012 Hydrology)</b>      |             |             |             |             |             |
| <b>Fiscal Year</b>   | <b>2020</b> | <b>2025</b> | <b>2030</b> | <b>2035</b> | <b>2040</b> |
| Capability of Current Supplies   | 3,448,000   | 3,550,000   | 3,658,000   | 3,788,000   | 3,824,000   |
| Projected Demands  | 1,860,000   | 1,918,000   | 1,959,000   | 2,008,000   | 2,047,000   |
| Projected Surplus  | 1,588,000   | 1,632,000   | 1,699,000   | 1,780,000   | 1,777,000   |
| Projected Surplus % <sup>(a)</sup>   | 85%         | 85%         | 87%         | 89%         | 87%         |
| Supplies under Development   | 63,000      | 100,000     | 386,000     | 428,000     | 468,000     |
| Potential Surplus  | 1,651,000   | 1,732,000   | 2,085,000   | 2,208,000   | 2,245,000   |
| Potential Surplus % <sup>(a)</sup>   | 89%         | 90%         | 106%        | 110%        | 110%        |

(a) As a percentage of projected demand

Source: 2015 Metropolitan UWMP, June 2016.



SWP contractors including SGVMWD receive specified “Table A” amounts of SWP water each year as a percentage of their 100% maximum entitlements. The percentage allocation is set by DWR based on hydrologic and environmental conditions in the San Joaquin Delta. In wetter years, the Table A allocation percentage is set higher and in single-dry and multiple-dry years, the percentage is set lower. Estimated SWP allocations for SGVMWD under various hydrologic conditions (as presented in in SGVMWD’s 2017 IRP) are shown in Table 5-2 and are based on SGVMWD’s 100% entitlement of 28,800 AF.

**Table 5-2. Estimated SWP Allocations for SGVMWD(a)**

|   | Average<br>Normal<br>Water<br>Year | Single-<br>Dry<br>Water<br>Year | Multiple-<br>Dry Water Years |            |            | Single-<br>Wet<br>Water<br>Year | Multiple-<br>Wet Water Years |            |            |             |
|---|------------------------------------|---------------------------------|------------------------------|------------|------------|---------------------------------|------------------------------|------------|------------|-------------|
|   |                                    |                                 | 2<br>Years                   | 4<br>Years | 6<br>Years |                                 | 2<br>Years                   | 4<br>Years | 6<br>Years | 10<br>Years |
| Projected Allocation (AFY)                | 16,704                             | 3,168                           | 6,912                        | 8,928      | 8,064      | 28,224                          | 27,360                       | 23,328     | 22,176     | 20,160      |
| Projected SWP Reliability (% Entitlement) | 58%                                | 11%                             | 24%                          | 31%        | 28%        | 98%                             | 95%                          | 81%        | 77%        | 70%         |

(a) From SGVMWD’s 2017 IRP

SGVMWD can augment their SWP allocations with cyclic storage and supplemental water purchases from other SWP contractors to meet demands. The cyclic storage agreement between the Main Basin Watermaster and SGVMWD permits the District to deliver and store up to 50,000 acre-feet of imported water in the Main Basin.

In their 2017 IRP, the District estimated their total replacement water obligation would be 13,028 AF in 2020 and would gradually increase to a total of 17,071 AF by 2040 based on water demand and supply estimates made in each member city’s 2015 UWMP. In addition to providing replacement water demands for Alhambra, Monterey Park, and Azusa, SGVMWD also provides Main Basin replenishment water of approximately 5,000 AF as part of an exchange and purchase agreement with MWD to provide treated imported water to Sierra Madre via a connection designated as SGV-01.

Due to declining water levels in the Santa Anita Subarea of the Raymond Basin that severely impacted production from Sierra Madre’s wells, SGVMWD entered into an exchange and purchase agreement with MWD on September 4, 2013 to provide treated imported water to Sierra Madre via a connection designated as SGV-01. The exchange and purchase agreement stipulates that “For each acre-foot of treated drinking water delivered by Metropolitan to Sierra Madre, San Gabriel shall deliver two acre-feet of untreated water from San Gabriel’s Cyclic Storage account to Metropolitan’s Cyclic Storage accounts in the Main San Gabriel Basin or to other locations as agreed.” The agreement also specifies that “...Metropolitan shall purchase 5,000 acre-feet minus the exchange acre-feet from San Gabriel.” SGVMWD is anticipating that this agreement will be amended to a 1 for 1 exchange instead of a 2 for 1 exchange in 2018, which would lower the demand from 5,000 AF to approximately 2,200 AF.

Additionally, since June 2012, SGVMWD must provide for a Water Resource Development Assessment (RDA) demand, levied to support the development of new or additional water sources. The RDA may be used by the Main Basin Watermaster to purchase supplemental water to be stored for future use when supplemental water may be unavailable due to emergency water supply conditions. The base RDA is applicable to every acre-foot of production from the Main Basin. The base RDA was developed to provide about 100,000 AF for emergency storage. SGVMWD's share is about 13,000 AF. In their 2017 IRP, the District estimated their base RDA requirements to be 900 AFY through FY 2028, and then 400 AF in FY 2029 to fulfill its 13,000 AF base RDA requirement.

A supply deficit (gap) will occur in a given year if SGVMWD's available supply from SWP allocations, cyclic storage, and supplemental water purchases from other SWP contractors does not meet their demands. *It is important to note that this has never happened, i.e. SGVMWD has met all District demand obligations including all replacement water needs since 1959; its exchange and purchase agreement with MWD since its inception; and its RDA obligation since its inception.* During dry years and droughts, the City has primarily met SWP allocation shortfalls with cyclic storage. During the worst drought in California history between 2011 and 2016, the District met all demands with SWP allocations and cyclic storage; and did not require any supplemental water purchases from other SWP contractors.

For example, due to the past wet year, the Table A allocation was set at 85%, which equated to a SWP allocation of 24,480 AF for the District. This coincided with a District demand obligation of approximately 4,500 AFY. The District took their entire SWP allocation, fulfilled their demand obligation, and put the remaining almost 20,000 AF into their Main Basin storage account. The District's goal is to maintain their storage account as close to its 50,000 AF maximum as possible.

The District is planning to purchase 2,000 AF from a SWP contractor next year, and will utilize a policy to purchase SWP water during non-drought years (when the water can be purchased more economically) and store the water for use during dry water years when SWP allocations are reduced.

In addition to SGVMWD, member cities may utilize cyclic storage to fulfill future replacement water requirements. Alhambra may store up to 10,000 acre-feet of water in the Main Basin, according to the cyclic storage agreement between the Main Basin Watermaster, SGVMWD and Alhambra. When SGVMWD approaches its 50,000 AF storage limit, it will look to sell stored water to member cities to help them more fully utilize their storage rights. SGVMWD can also work with the Main Basin Watermaster to increase their storage above 50,000 AF if the opportunity arises.

Based on their history of providing for all demand obligations, and their supply strategy going forward of fully utilizing cyclic storage to mitigate any SWP supply shortfalls that could arise during single-dry and multiple-dry water year conditions, the District fully expects to supply all member city replacement water needs including the City of Alhambra through the planning period, 2020 to 2040.

## 5.4 City of Alhambra Water Supply Reliability

City normal year supplies and demands were discussed and presented in Section 4.2 and 4.3, respectively, and are presented in Table 5-3. Footnotes in Table 5-3 present the assumptions. It is estimated that the City can meet all projected demands through the planning period including demands from the Proposed Project using their Main Basin groundwater pumper's share (4.45876% of OSY, which OSY is estimated at 200,000 AF for a normal water year); imported water from MWD per the CWEA; and replacement water for the Main Basin either from water purchased from SGVMWD (SWP allocation, cyclic storage, and/or supplemental water purchases from other SWP contractors) or groundwater from the City's cyclic storage account (10,000 AF max) if it is available from wet year storage.

**Table 5-3. City Projected Normal Year & Single-Dry Year Water Supply & Demand (AF)**

| Supply Sources/Demands                         | 2020        | 2025   | 2030   | 2035   | 2040   |
|--|-------------|--------|--------|--------|--------|
| Supply   | Normal Year |        |        |        |        |
| Main Basin Groundwater <sup>(a)</sup>          | 8,918       | 8,918  | 8,918  | 8,918  | 8,918  |
| MWD Imported Water <sup>(b)</sup>              | 1,122       | 1,122  | 1,122  | 1,122  | 1,122  |
| Main Basin Replacement Water <sup>(c)</sup>    | 2,873       | 3,329  | 3,761  | 4,122  | 4,481  |
| Cyclic Storage <sup>(d)</sup>                  | 0           | 0      | 0      | 0      | 0      |
| Total Supply                                   | 12,913      | 13,369 | 13,801 | 14,162 | 14,521 |
| Demand <sup>(e)</sup>                          | Normal Year |        |        |        |        |
| Total City Demands in 2015 UWMP <sup>(f)</sup> | 12,913      | 13,273 | 13,634 | 13,995 | 14,354 |
| Proposed Project Demand <sup>(g)</sup>         | 0           | 96     | 167    | 167    | 167    |
| Total Demand                                   | 12,913      | 13,369 | 13,801 | 14,162 | 14,521 |

(a) 4.45876% of OSY, estimated at 200,000 AF for a normal and single-dry water year

(b) Net supply per CWEA (37.4% of 3,000 AF)

(c) Water purchased from SGVMWD to replenish the Main Basin for groundwater the City pumps above its pumper's share (typically 8,918 AF for a normal and single-dry water year)

(d) In lieu of purchasing replacement water from SGVMWD, the City could utilize groundwater from their cyclic storage account (10,000 AF max) if available from wet-year storage

(e) All demands include estimated 6.0% water loss consistent with the 2015 UWMP

(f) Normal year demand as projected in the City's 2015 UWMP, which is assumed to not include the demands of the Proposed Project

(g) Proposed Project demand as shown in Table 3-5 with 6.0 % water loss added

Assuming SGVMWD renegotiates their water exchange agreement with MWD in 2018 to lower their exchange agreement demand from 5,000 AFY to 2,200 AFY (-2,800 AF) as planned, the District would need to utilize cyclic storage ranging from 494 to 1,870 AFY to meet their demands from 2025 through 2040 based on projections made in their 2017 IRP. SGVMWD currently has 20,000 AF of cyclic storage in their account with the Main Basin Watermaster, and plans to hold closer to their maximum allocation of 50,000 AF through the planning period.

It was assumed in SGVMWD's 2017 IRP that city member demands would not change during a single-dry water year relative to estimated demands during a normal water year, and that the

OSY for the Main Basin would remain at 200,000 AF, which means the City of Alhambra's pumper's share would remain at 8,918 AF. Accordingly, the demand and supply comparison for a single-dry water year is the same as for a normal water year as shown in Table 5-3.

Assuming SGVMWD renegotiates their water exchange agreement with MWD in 2018, the District would need to utilize cyclic storage ranging from 12,960 to 16,270 AFY to meet their single-dry year demands from 2025 through 2040 based on projections made in their 2017 IRP. The increased cyclic storage over a normal year is required because the District's estimated SWP Table A allocation for a single-dry year is estimated at 11% of their maximum entitlement, whereas it is estimated at 58% for a normal year allocation.

It is estimated that the City can meet all single-dry year demands including Proposed Project demands through the planning period with the supplies shown in Table 5-3.

City multiple-dry year supplies and demands are presented in Table 5-4. It was estimated in SGVMWD's 2017 IRP and in Table 5-4 that the OSY would be 200,000 AF in the first dry year; 180,000 AF in the second dry year; and 170,000 in the third dry year. Accordingly, the City of Alhambra's pumper's rights would be 8,918 AF in the first dry year (normal); 8,026 AF in the second dry year; and 7,850 AF in the third dry year.

In SGVMWD's 2017 IRP, it was estimated that replacement water for member cities would increase from 12.3% to 9.4% (2040 to 2020) during the second dry year relative to the first dry year (normal); and would increase from 18.4% to 14.1% (2040 to 2020) during the third dry year relative to the first dry year (normal). This increase in replacement water demand along with the estimated decreased groundwater supply (as a result of a lower OSY in both the second and third dry years) means that the City of Alhambra's demands are estimated to be from 4.2% to 3.3% lower (2020 to 2040) in the second dry year and from 6.3% to 4.9% lower (2020 to 2040) in the third dry year. This slight decrease in demands in the second and third year of a drought should easily be attainable based on results of previous demand decreases during drought due to conservation by consumers.

Assuming SGVMWD, renegotiates their water exchange agreement with MWD, the District would need to utilize cyclic storage ranging from 7,296 to 12,911 AFY to meet their demands from 2020 through 2040 based on projections made in their 2017 IRP that assumed a SWP Table A allocation of 31% of their maximum entitlement for a multiple (three year) dry period.

It is estimated that the City can meet all multiple-dry year demands including Proposed Project demands through the planning period with the supplies shown in Table 5-4.

**Table 5-4. City Projected Multiple-Dry Year Water Supply and Demand (AF)**

|                           | Supply Sources/Demand                 | 2020   | 2025   | 2030   | 2035   | 2040   |
|---------------------------|---------------------------------------|--------|--------|--------|--------|--------|
| <b>1st Dry Water Year</b> | <b>Supply</b>                         |        |        |        |        |        |
|                           | Main Basin Groundwater <sup>(a)</sup> | 8,918  | 8,918  | 8,918  | 8,918  | 8,918  |
|                           | MWD Imported Water                    | 1,122  | 1,122  | 1,122  | 1,122  | 1,122  |
|                           | Main Basin Replacement Water          | 2,873  | 3,329  | 3,761  | 4,122  | 4,481  |
|                           | Cyclic Storage                        | 0      | 0      | 0      | 0      | 0      |
|                           | <b>Total Supply</b>                   | 12,913 | 13,369 | 13,801 | 14,162 | 14,521 |
|                           | <b>Total Demand<sup>(b)</sup></b>     | 12,913 | 13,369 | 13,801 | 14,162 | 14,521 |
| <b>2nd Dry Water Year</b> | <b>Supply</b>                         |        |        |        |        |        |
|                           | Main Basin Groundwater <sup>(a)</sup> | 8,026  | 8,026  | 8,026  | 8,026  | 8,026  |
|                           | MWD Imported Water                    | 1,122  | 1,122  | 1,122  | 1,122  | 1,122  |
|                           | Main Basin Replacement Water          | 3,226  | 3,709  | 4,164  | 4,535  | 4,903  |
|                           | Cyclic Storage                        | 0      | 0      | 0      | 0      | 0      |
|                           | <b>Total Supply</b>                   | 12,375 | 12,857 | 13,312 | 13,683 | 14,051 |
|                           | <b>Total Demand<sup>(c)</sup></b>     | 12,375 | 12,857 | 13,312 | 13,683 | 14,051 |
| <b>3rd Dry Water Year</b> | <b>Supply</b>                         |        |        |        |        |        |
|                           | Main Basin Groundwater <sup>(a)</sup> | 7,580  | 7,580  | 7,580  | 7,580  | 7,580  |
|                           | MWD Imported Water                    | 1,122  | 1,122  | 1,122  | 1,122  | 1,122  |
|                           | Main Basin Replacement Water          | 3,402  | 3,899  | 4,363  | 4,741  | 5,113  |
|                           | Cyclic Storage                        | 0      | 0      | 0      | 0      | 0      |
|                           | <b>Total Supply</b>                   | 12,104 | 12,601 | 13,066 | 13,443 | 13,816 |
|                           | <b>Total Demand<sup>(d)</sup></b>     | 12,104 | 12,601 | 13,066 | 13,443 | 13,816 |

(a) The OSY is projected to be 200,000 AF in the first dry year; 180,000 AF in the second dry year; and 170,000 AF in the third dry year

## **6 CONCLUSION**

Indoor residential water demands for the Proposed Project was estimated by multiplying the estimated population by indoor residential unit water use factors that are in accordance with proposed State Assembly Bill No. 1668. New landscape irrigation demands for the Proposed Project were estimated based on conformance with the State's new Model Efficient Landscape Ordinance. A conservative net new landscape demand of zero was estimated for the Proposed Project. Proposed Project demands are estimated to increase total City demands by only 1.2% when fully developed through the planning period.

It is estimated that the City can meet all projected normal year, single-dry year, and multiple-dry year demands through the planning period including demands from the Proposed Project using their Main Basin groundwater pumper's share; imported water from MWD per the CWEA; and replacement water for the Main Basin either from water purchased from SGVMWD (SWP allocation, cyclic storage, and/or supplemental water purchases from other SWP contractors) or groundwater from the City's cyclic storage account (10,000 AF max) if it is available from wet year storage.

The information included in this WSA identifies a sufficient and reliable water supply for the City, now and into the future, including a sufficient water supply for the Proposed Project. These supplies are also sufficient to provide for overall City-wide growth at the rate projected in the City's 2015 UWMP.



## **7 REFERENCES**

The following documents were used, in conjunction with discussions with the City of Alhambra, in preparing this water supply assessment:

City of Alhambra, *2015 Urban Water Management Plan*, June 2016 (revised April 2017).

DWR, *The State Water Project Final Delivery Capability Report 2015*, July 2015.

Main San Gabriel Basin Watermaster, Draft Five-Year Water Quality and Supply Plan, 2017-18 to 2021-22, November 2017.

Metropolitan Water District of Southern California (MWD), *2015 Urban Water Management Plan*, June 2016.

Metropolitan Water District of Southern California (MWD), *Integrated Water Resources Plan 2015 Update*, January 2016.

San Gabriel Valley Municipal Water District, *Integrated Resources Plan Update – Final Report*, July 2017.

**APPENDIX A**  
**MAIN SAN GABRIEL GROUNDWATER BASIN ADJUDICATION**

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

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

---

No. 924128

AMENDED JUDGMENT  
(and Exhibits Thereto),

Honorable Florence T. Pickard  
Assigned Judge Presiding

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

JUDGMENT AS AMENDED AUGUST 24, 1989

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

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
9

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

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

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

AMENDED JUDGMENT  
TABLE OF CONTENTS

And  
Amended Judgment Sections  
Identified With Prior Judgment  
Section Numbers

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

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



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

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

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

|    |  |    |
|----|--|----|
| 1  | (e) Basin Water Quality Improvement . . . . .          | 31 |
| 2  | 46. Assessments -- Procedure . .(Prior 38) . . . . .   | 32 |
| 3  | (a) Levy and Notice of Assessment. . . . .             | 32 |
| 4  | (b) Payment . . . . .                                  | 32 |
| 5  | (c) Delinquency . . . . .                              | 33 |
| 6  | 47. Availability of Supplemental Water From            |    |
| 7  | Responsible Agency . .(Prior 39). . . . .              | 33 |
| 8  | 48. Accumulation of Replacement Water Assessment       |    |
| 9  | Proceeds. . (Prior 40) . . . . .                       | 33 |
| 10 | 49. Carry-over of Unused Rights . .(Prior 41) . . . .  | 34 |
| 11 | 50. Minimal Producers . .(Prior 42) . . . . .          | 34 |
| 12 | 51. Effective Date. .(Prior 43). . . . .               | 34 |
| 13 | G. MISCELLANEOUS PROVISIONS . . . . .                  | 35 |
| 14 | 52. Puente Narrows Flow . .(Prior 44). . . . .         | 35 |
| 15 | 53. San Gabriel District -- Interim Order (Prior 45) . | 35 |
| 16 | 54. Service Upon and Delivery to Parties of Various    |    |
| 17 | Papers . .(Prior 46) . . . . .                         | 36 |
| 18 | 55. Assignment, Transfer, etc., of Rights (Prior 47) . | 37 |
| 19 | 56. Abandonment of Rights . .(Prior 48). . . . .       | 37 |
| 20 | 57. Intervention After Judgment . .(Prior 49). . . .   | 38 |
| 21 | 58. Judgment Binding on Successors, etc., (Prior 50) . | 38 |
| 22 | 59. Water Rights Permits. (Prior 51). . . . .          | 39 |
| 23 | 60. Costs . .(Prior 52). . . . .                       | 39 |
| 24 | 61. Entry of Judgment . .(New) . . . . .               | 39 |
| 25 |  |    |
| 26 | <u>EXHIBITS</u>  |    |
| 27 | "A" -- Map entitled "San Gabriel River Watershed       |    |
| 28 | Tributary to Whittier Narrows"                         |    |

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

Exhibits Continued

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

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

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
9

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

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

23 I. INTRODUCTION

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1 (d) Diverter -- Any party who Diverts.

2 (e) Elevation -- Feet above mean sea level.

3 (f) Fiscal Year -- A period July 1 through June 30,  
4 following.

5 (g) Ground Water -- Water beneath the surface of the  
6 ground and within the zone of saturation.

7 (h) Ground Water Basin -- An interconnected permeable  
8 geologic formation capable of storing a substantial Ground Water  
9 supply.

10 (i) Integrated Producer -- Any party that is both a  
11 Pumper and a Diverter, and has elected to have its rights  
12 adjudicated under the optional formula provided in Section 18 of  
13 this Judgment.

14 (j) In-Lieu Water Cost -- The differential between a  
15 Producer's non-capital cost of direct delivery of Supplemental  
16 Water and the cost of Production of Ground Water (including  
17 depreciation on Production facilities) to a particular Producer  
18 who has been required by Watermaster to take direct delivery of  
19 Supplemental Water in lieu of Ground Water.

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

24 (l) Long Beach Case -- Los Angeles Superior Court  
25 Civil Action No. 722647, entitled, "Long Beach, et al., v. San  
26 Gabriel Valley Water Company, et al."

27 (m) Main San Gabriel Basin or Basin -- The Ground  
28 Water Basin underlying the area shown as such on Exhibit "A".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

1 Rights of Certain Diverters.

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

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

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

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

8 Exhibit "H" -- Watermaster Operating Criteria.

9 Exhibit "J" -- Puente Narrows Agreement.

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

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

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

19 II. DECREE

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

22 A. DECLARATION OF HYDROLOGIC CONDITIONS

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

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

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

9                           B. DECLARATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 21. Overlying Rights. (Prior Judgment Section 14.5)

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



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

16 C. INJUNCTION

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

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

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

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

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

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

13 D. CONTINUING JURISDICTION

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

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

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

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

9 E. WATERMASTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (3) determination by Watermaster of, and

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

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

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

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

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

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

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

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

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

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

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

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

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

17 F. PHYSICAL SOLUTION

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

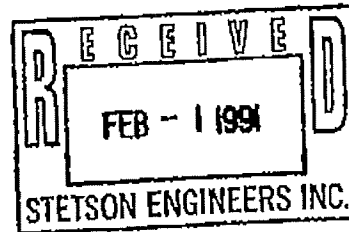
28 39. Need for Flexibility. (Prior Judgment Section 31) In



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

4 Telephone (818) 769-2002

5 Attorney for Watermaster - Petitioner



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

|    |                           |   |                             |
|----|---------------------------|---|-----------------------------|
| 10 | UPPER SAN GABRIEL VALLEY  | ) | No. 924129                  |
| 11 | MUNICIPAL WATER DISTRICT, | ) |                             |
| 12 | Plaintiff,                | ) | ORDER AMENDING JUDGMENT TO  |
| 13 | vs.                       | ) | EXPAND WATERMASTER'S POWERS |
| 14 | CITY OF ALHAMBRA, et al., | ) | TO INCLUDE MAINTENANCE,     |
| 15 | Defendants.               | ) | IMPROVEMENT, AND CONTROL OF |
| 16 |                           | ) | BASIN WATER QUALITY WITH    |
|    |                           | ) | ALLOWABLE FUNDING THROUGH   |
|    |                           | ) | IN-LIEU ASSESSMENTS         |
|    |                           | ) | Hearing: August 7, 1990     |
|    |                           | ) | Department 38, 9:15 A. M.   |

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

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

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

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

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

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

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

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

17 IT IS, HEREBY, ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

16 Dated: January 29, 1991.

17  
18 /s/Florence T. Pickard

19 FLORENCE T. PICKARD  
20 Judge of the Superior Court,  
21 Specially Assigned  
22  
23  
24  
25  
26  
27  
28

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

1 District.

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

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

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

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



1 designation filed by that party.

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

11 (1) a Transporting Party, or

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

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

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

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

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

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

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

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

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

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

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

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

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

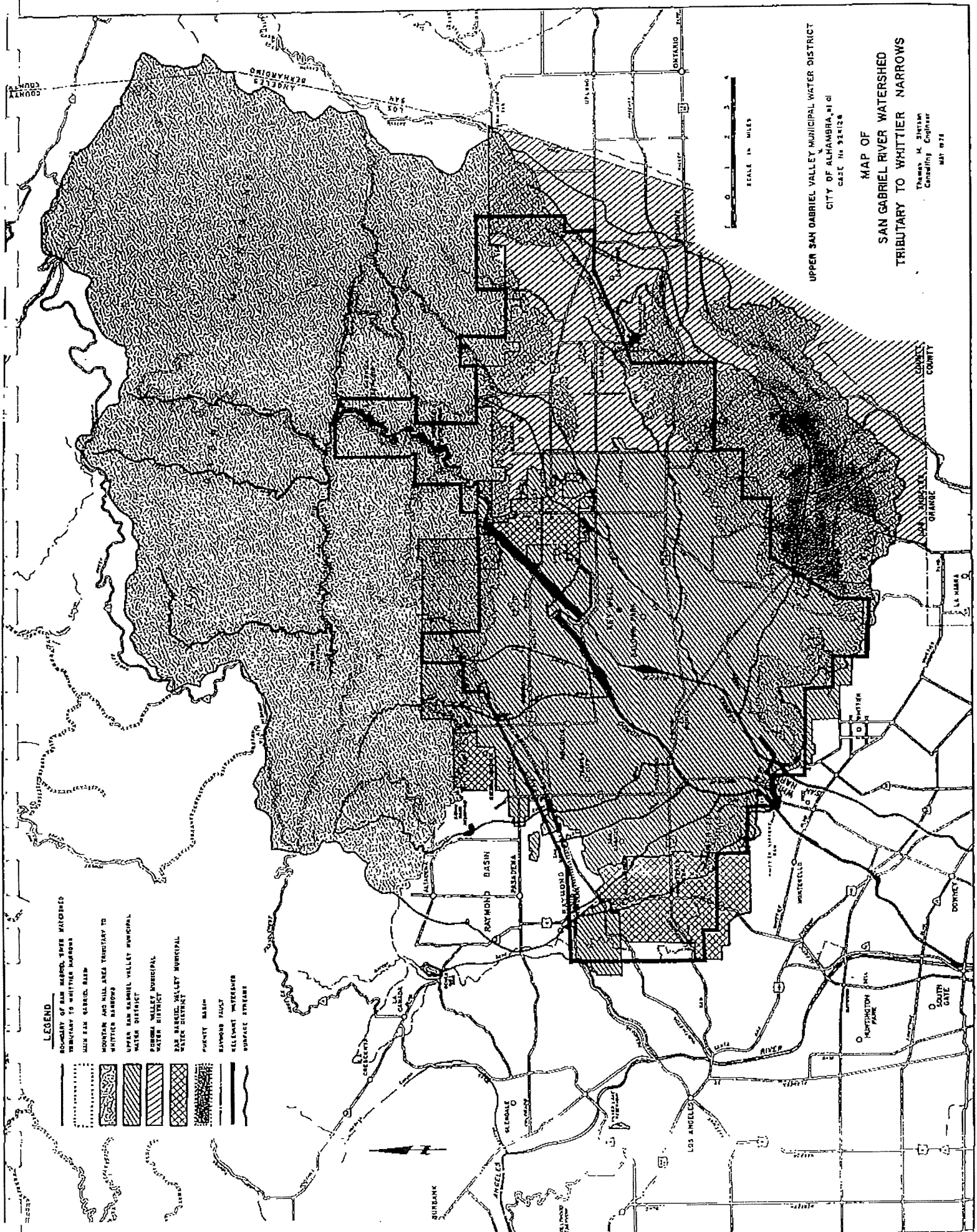
5 59. Water Rights Permits. (Prior Judgment Section 51)  
6 Nothing herein shall be construed as affecting the relative  
7 rights and priorities between MWD and San Gabriel Valley  
8 Protective Association under State Water Rights Permits Nos.  
9 7174 and 7175, respectively.

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

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

14 DATED: August 24, 1989.

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



- LEGEND**
- BOUNDARY OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS
  - UPPER SAN GABRIEL BASIN
  - MOUNTAIN AND HILL AREA TRIBUTARY TO WHITTIER NARROWS
  - UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
  - SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
  - SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
  - PHOENIX BASIN
  - RAYMOND BASIN
  - WHEATLAND WATERSHED
  - WATERSHED

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
CITY OF ALHAMBRA, N.D.  
CASE NO. 51128

MAP OF  
SAN GABRIEL RIVER WATERSHED  
TRIBUTARY TO WHITTIER NARROWS

Thomas M. Shuman  
Consulting Engineer  
MAY 1971

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence South 67° 30' West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

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

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

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

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

Thence South a distance of 4,500 feet;



Thence West a distance of 10,700 feet;

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

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

Thence South a distance of 2,000 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "C"

TABLE  
SHOWING BASE  
ANNUAL DIVERSION  
RIGHTS OF CERTAIN  
DIVERTERS

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

Exhibit "D"

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

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

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

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

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



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

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

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

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

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

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

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

| <u>Pumper</u>  | <u>Prescriptive<br/>Pumping Right<br/>Acre-feet</u>   | <u>Pumper's<br/>Share<br/>%</u>  |
|--|---|--|
| Southwestern Portland Cement Company<br>(Successor to Azusa Western, Inc.)   | 742.00  | 0.37544  |
| Speedway 605, Inc.   | 0   | 0  |
| Standard Oil Company of California   | 2.00  | 0.00101  |
| Sterling Mutual Water Company  | 120.00  | 0.06072  |
| Stoody, Virginia A., Co-Trustee for the<br>Estate of Winston F. Stoody<br>(See Security Pacific National Bank,<br>Co-Trustee)  | -   | -  |
| Suburban Water Systems<br>(Formerly Southwest Suburban Water)<br>(Successor to:<br>Hollenbeck Street Water Company<br>La Grande Source Water Company<br>La Puente Cooperative Water Co.<br>Valencia Valley Water Company<br>Victoria Mutual Water Company<br>Cal Fin<br>Murphy Ranch Mutual Water Co.) | 20,462.47<br><br><br>646.39<br>1,078.00<br>1,210.90<br>651.50<br>469.60<br>118.10<br><u>223.23</u><br>24,860.19 | 10.35370<br><br><br>0.32706<br>0.54545<br>0.61270<br>0.32965<br>0.23761<br>0.05976<br><u>0.11295</u><br>12.57888 |
| Sully-Miller Contracting Company<br>(Successor to Blue Diamond Concrete<br>Materials Division, The Flintkote Co.)  | 1,399.33  | 0.70804  |
| Sunny Slope Water Company  | 2,228.72  | 1.12770  |
| Taylor Herb Garden<br>(Transferred to Covina Irrigating Company)   | 0   | 0  |
| Texaco, Inc.   | 50.00   | 0.02530  |
| Thompson, Earl W.<br>(Held in common with Thompson, Mary)<br>(Transferred to Rosemead Development, Ltd.)   | 0   | 0  |
| Thompson, Mary<br>(See Thompson, Earl W.)  | -   | -  |
| Tyler Nursery  | 3.21  | 0.00162  |
| United Concrete Pipe Corporation<br>(See U. S. Pipe & Foundry Company)   | -   | -  |



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

|  | Prescriptive<br>Pumping Right<br>Acre-feet | Pumper's<br>Share<br>% |
|--|--|------------------------|
| ) <u>Pumper</u>                                |  |                        |
| Whittier, City of                              | 7,620.23                                   | 3.85572                |
| (Successor to:                                 |  |                        |
| Grizzle, Lissa B.                              | 184.00                                     | 0.09310                |
| Pacific Rock and Gravel Co.)                   | 208.00                                     | 0.10524                |
| Security Pacific National Bank,                |  |                        |
| Co-Trustee for the Estate of Winston F. Stoddy | 38.70                                      | 0.01958                |
| El Monte Union High School District            | 16.20                                      | 0.00820                |
| Gifford, Brooks, Jr.                           | 198.25                                     | 0.10031                |
| Birenbaum, Max)                                | 6.00                                       | 0.00304                |
|  | 8,271.38                                   | 4.18519                |
| Wigodsky, Bernard                              | -  | -                      |
| (See Birenbaum, Max)                           |  |                        |
| Wigodsky, Estera                               | -  | -                      |
| (See Birenbaum, Max)                           |  |                        |
| Wilmott, Erma M.                               |  |                        |
| (Formerly Comby, Erma M.)                      | 0.75                                       | 0.00038                |
| Wilson, Harold R.                              | -  | -                      |
| (See Grizzle, Lissa B.)                        |  |                        |
| ) Wilson, Sarah C.                             | -  | -                      |
| (See Grizzle, Lissa B.)                        |  |                        |
| Woodland, Frederick G.                         | -  | -                      |
| Woodland, Richard                              |  |                        |
| (Successor to: Bahnsen and                     |  |                        |
| Beckman Ind., Inc.)                            | 840.50                                     | 0.42528                |
| Totals for Exhibit "D"                         | 155,800.68                                 | 78.83276               |
|  | 41 833.75                                  | 21.16124               |
| Totals from Exhibit "E"                        | <del>30,026.25</del>                       | <del>19.54431</del>    |
| GRAND TOTALS                                   | 197,634.43                                 | 100.00000              |

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

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

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

Exhibit "F"

TABLE SHOWING  
SPECIAL CATAGORY RIGHTS

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

Exhibit "G"

TABLE SHOWING  
NON-CONSUMPTIVE USERS

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

EXHIBIT "H"

WATERMASTER OPERATING CRITERIA

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

EXHIBIT "J"

PUENTE NARROWS AGREEMENT

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

A. RECITALS

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

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

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

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

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

#### B. DEFINITIONS AND EXHIBITS

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

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

(b) Base Underflow. The underflow through

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

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

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

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

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

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

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

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

Exhibit "J"

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

C. COVENANTS

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

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

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

Exhibit "J"

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

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

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

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

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

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

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

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

b. Subsurface Outflow. To the extent that

Exhibit "J"



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

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


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

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

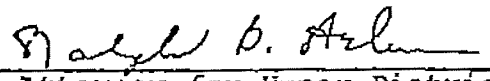
Approved as to form:  
CLAYSON, STARK, ROTHROCK & MANN

By   
Attorneys for Puente Agency

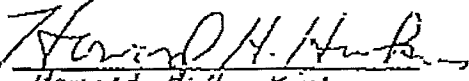
PUENTE BASIN AGENCY

By   
EDMOND M. BIEDERMAN  
President

Approved as to form:

By   
Attorney for Upper District

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

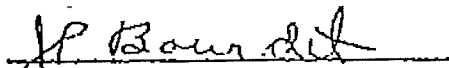
By   
Howard H. Hawkins  
President

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

Approved as to form:

  
Attorney for Walnut District

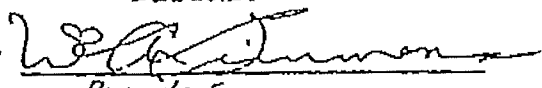
WALNUT VALLEY WATER DISTRICT

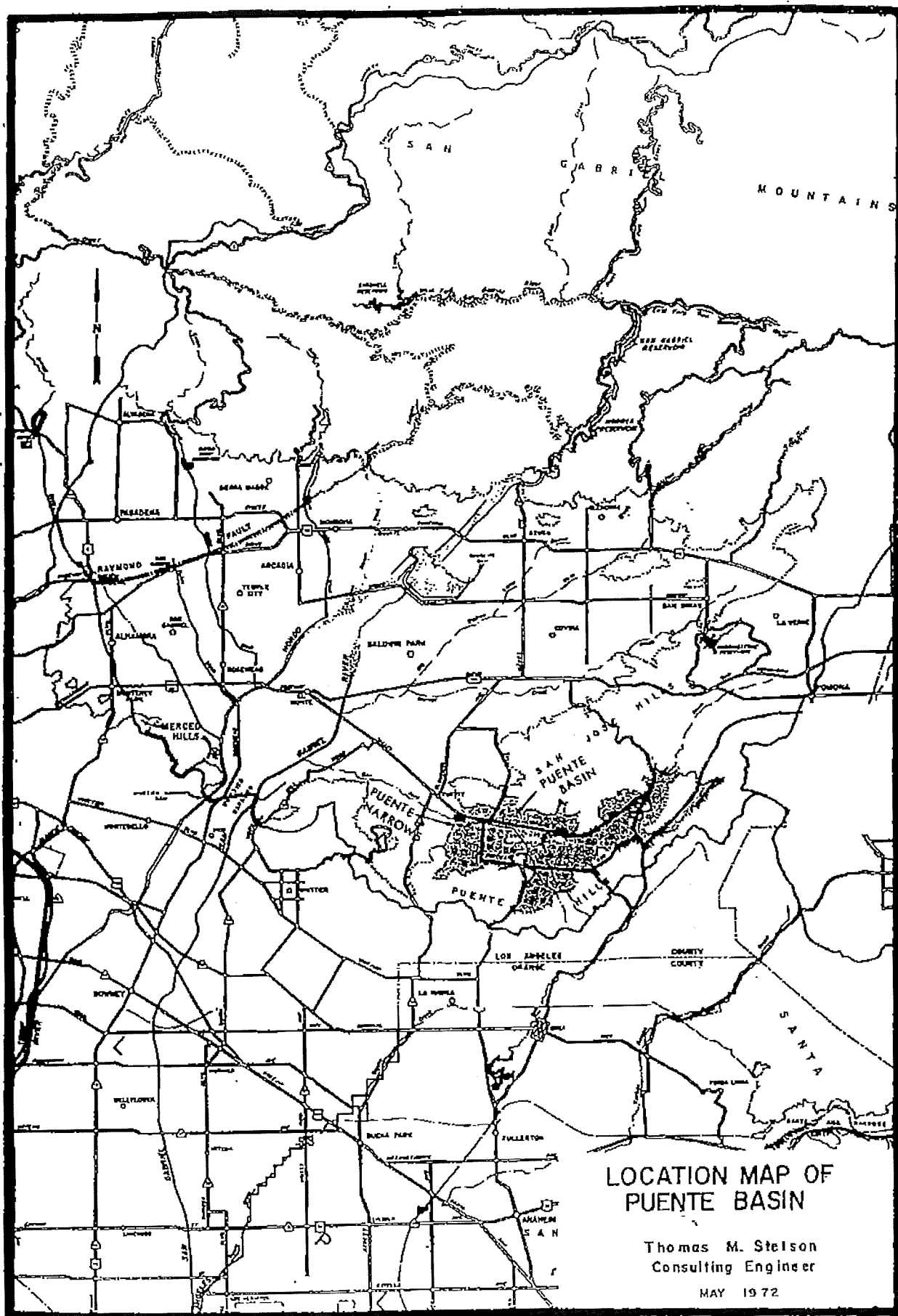
By   
J. P. BOURDET  
Vice President

Approved as to form:

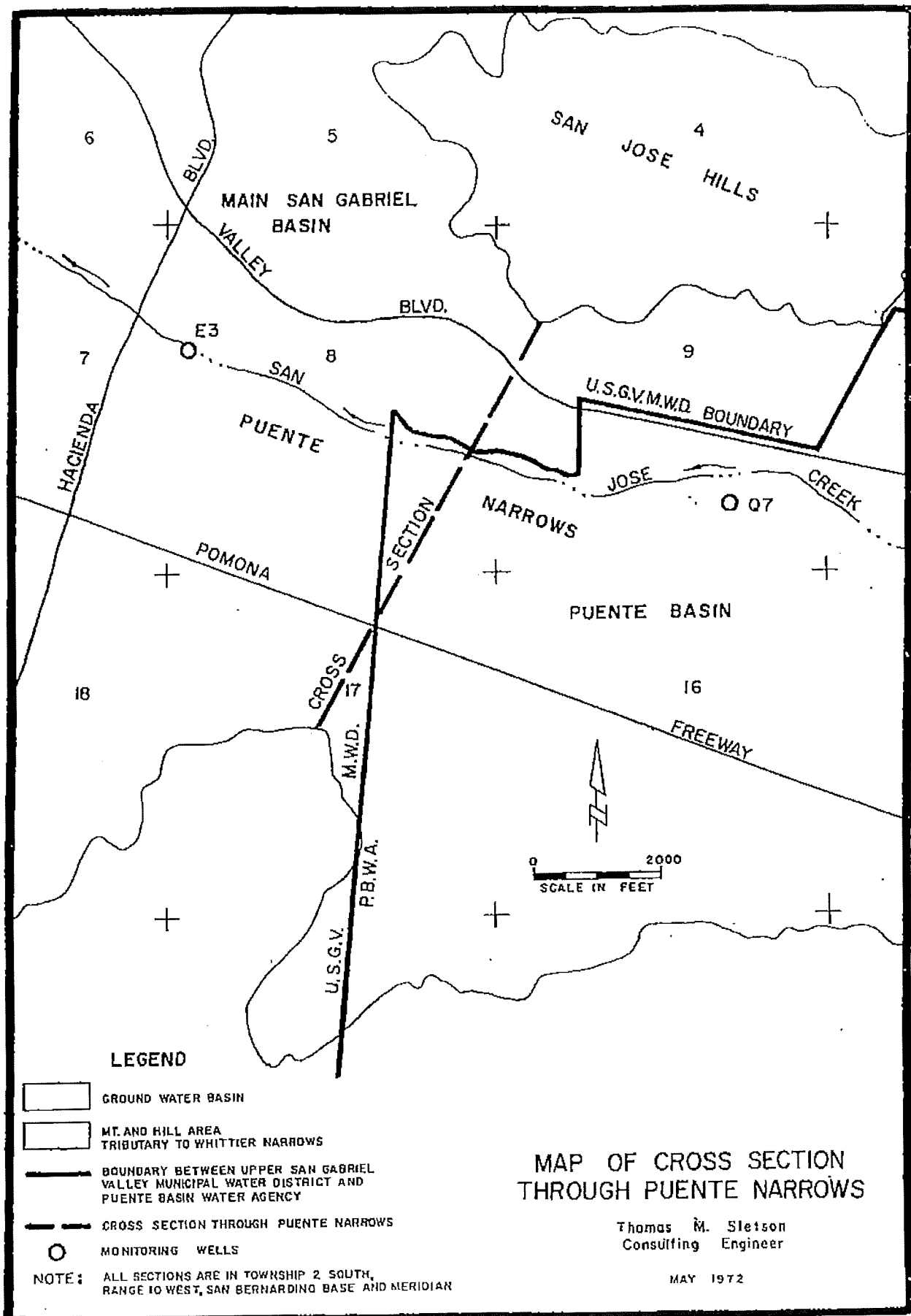
  
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER  
DISTRICT

By   
President  
Wm. A. Simmons



APPENDIX "A"  
EXHIBIT "J"



## ENGINEERING CRITERIA

### APPENDIX "C"

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

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

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

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

APPENDIX "C"

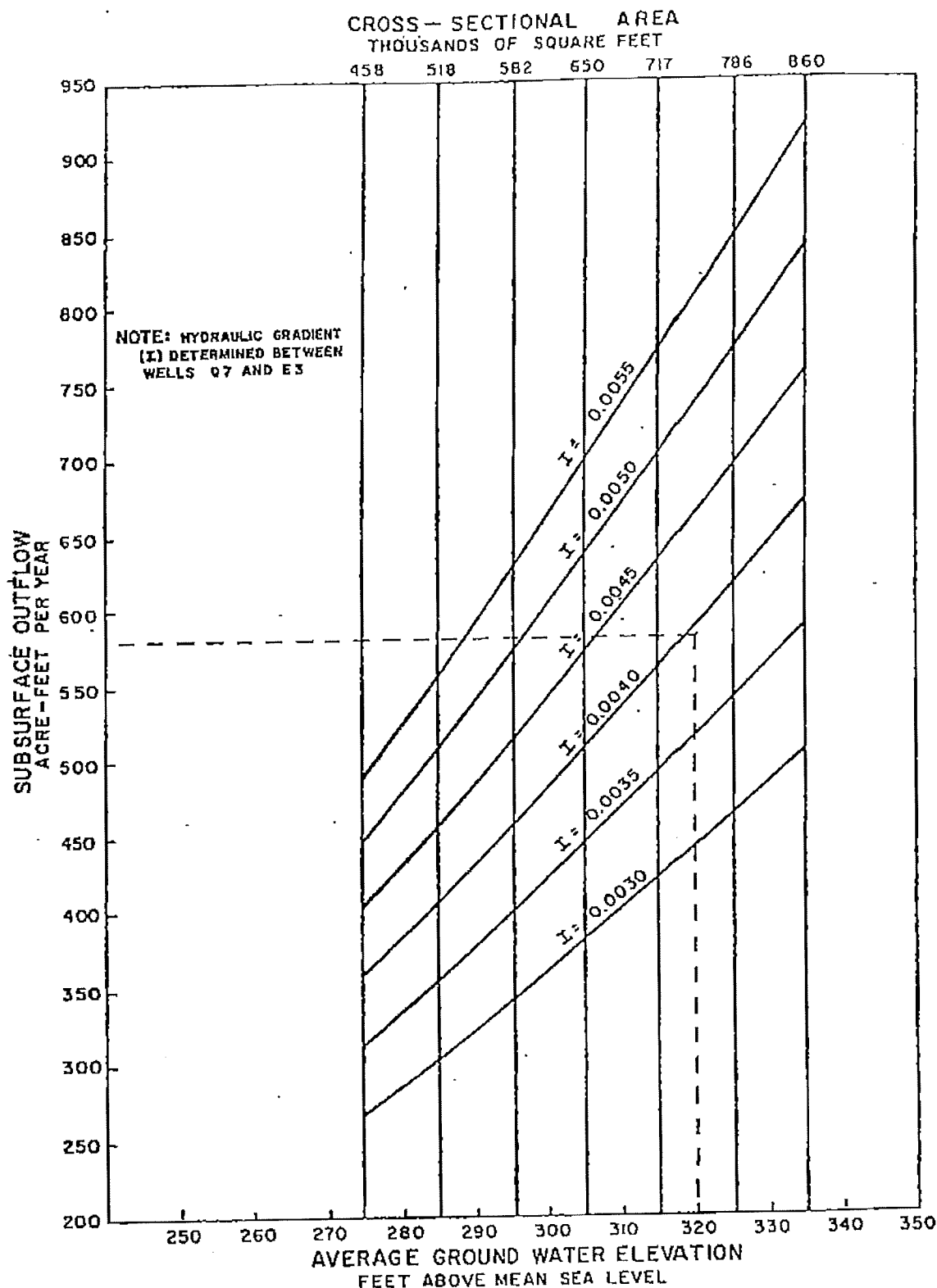
Exhibit "J"

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

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

APPENDIX "C"

Exhibit "J"



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

Thomas M. Stelson  
Consulting Engineer  
MAY 1972

EXHIBIT "K"

OVERLYING RIGHTS

I. NATURE OF OVERLYING RIGHT

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

II. OVERLYING LANDS (Description)

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

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

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

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



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

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

OWNER PRODUCERS

CONSUMPTIVE USE PORTION

BROOKS GIFFORD, SR.  
BROOKS GIFFORD, JR.  
PAUL MNOIAN  
JOHN MGRDICHIAN  
J. EARL GARRETT

3.5 acre-feet per year

Present User:  
Nu-Way Industries

PRODUCERS UNDER LICENSE

A. WILLIAM C. THOMAS  
and EVELYN F. THOMAS,  
husband and wife, and  
MALCOLM K. GATHERER  
and JACQUELINE GATHERER,  
husband and wife,  
doing business by  
and through B & B  
REDI-I-MIX CONCRETE,  
INC., a corporation

45.6 acre-feet per year

B. PRE-STRESS CRANE RIGGING &  
TRUCK CO., INC.,  
a corporation

1.0 acre-foot per year

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

Total 50.1 acre-feet per year

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

183.65 acre-feet

Exhibit "L"

LIST OF PRODUCERS AND THEIR DESIGNEES  
June, 1989

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "L"

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

Exhibit "M"

WATERMASTER MEMBERS

FOR CALENDAR YEAR 1973

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

STAFF

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

FOR CALENDAR YEAR 1974

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

STAFF

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

FOR CALENDAR YEAR 1975

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

STAFF

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

FOR CALENDAR YEAR 1976

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

STAFF

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



FOR CALENDAR YEAR 1977

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

STAFF

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

FOR CALENDAR YEAR 1978

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

STAFF

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

FOR CALENDAR YEAR 1979

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

STAFF

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

FOR CALENDAR YEAR 1980

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

STAFF

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

FOR CALENDAR YEAR 1981

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

STAFF

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

FOR CALENDAR YEAR 1982

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

STAFF

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

FOR CALENDAR YEAR 1983

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

STAFF

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

FOR CALENDAR YEAR 1984

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

STAFF

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

FOR CALENDAR YEAR 1985

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

STAFF

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

FOR CALENDAR YEAR 1986

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

STAFF

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

FOR CALENDAR YEAR 1987

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

STAFF

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

FOR CALENDAR YEAR 1988

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

STAFF

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

FOR CALENDAR YEAR 1989

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

STAFF

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

\* DECEASED APRIL 25, 1989

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

**APPENDIX B**  
**RAYMOND GROUNDWATER BASIN ADJUDICATION**



LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 Victor Kaleta  
2 City Attorney, Pasadena  
3 City Hall  
4 Pasadena, California 91109

5 BEST, BEST & KRIEGER  
6 Arthur L. Littleworth  
7 P. O. Box 1028  
8 Riverside, California 92502  
9 Telephone: (714) 686-1450  
10 Special Counsel for Plaintiff

11 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

12 CITY OF PASADENA, a municipal )  
13 corporation, )  
14 Plaintiff, )  
15 vs. )  
16 CITY OF ALHAMBRA, a municipal )  
17 corporation, et al., )  
18 Defendants. )

NO. Pasadena C-1323

JUDGMENT

(As Modified and Restated  
March 26, 1984)

18 The above-entitled action was brought by plaintiff,  
19 City of Pasadena, a municipal corporation, against City of  
20 Alhambra, a municipal corporation, City of Monrovia, a municipal  
21 corporation, City of Arcadia, a municipal corporation, City of  
22 Sierra Madre, a municipal corporation, City of South Pasadena,  
23 a municipal corporation, La Canada Irrigation District, San  
24 Gabriel County Water District, Lincoln Avenue Water Company, a  
25 corporation, The Las Flores Water Company, a corporation, Rubio  
26 Canon Land and Water Association, a corporation, Valley Water  
27 Company, a corporation, Flintridge Mutual Water Company, a  
28 corporation, California-Michigan Land and Water Company, a cor-

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 poration, Mira Loma Mutal Water Company, a corporation, El  
2 Campo Mutual Water Company, a corporation, Sunnyslope Water  
3 Company, a corporation, California Water and Telephone Company,  
4 a corporation, Crown City Ice Company, a corporation, Rancho  
5 Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning  
6 Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E.  
7 Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants,  
8 for the purpose of quieting the title of said plaintiff as  
9 against said defendants to the alleged prior and paramount right  
10 of said plaintiff to take, divert and use the waters within the  
11 area involved in the issues of the action situate in the County  
12 of Los Angeles, State of California, and to enjoin each defen-  
13 dant found to own a right to take or divert water from the  
14 Raymond Basin from taking therefrom, in any year, water in such  
15 volume as, when added to the amount which the other parties  
16 shall be adjudged and decreed to be entitled to take and divert,  
17 would result in a total annual diversion from said basin in  
18 excess of the average annual supply of water thereto; and on  
19 July 13, 1939, the above-entitled Court having issued its order  
20 directing said plaintiff to bring in and make parties to said  
21 action Ross M. Lockhard, Pasadena Cemetery Association, a cor-  
22 poration, Altadena Golf Club, a corporation, Henry E. Huntington  
23 Library and Art Gallery, a corporation, Bradbury Estate Company,  
24 a corporation, and East Pasadena Water Company, Ltd., a corpora-  
25 tion, and said Court on the 8th day of November, 1939, having  
26 made its order declaring void the order to bring in new parties  
27 made July 13, 1939, insofar as East Pasadena Water Company, Ltd.,  
28 is concerned, and said defendant having been dismissed from

1 this action; and

2 All said parties defendant having been duly served  
3 personally with summons and a copy of the complaint, and the  
4 issues having been joined; defendant Ross M. Lockhard having  
5 answered by his true name Ross M. Lockhart; and Robert A.  
6 Millikan, Archer Milton Huntington, Herbert Hoover, William B.  
7 Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington  
8 Library and Art Gallery answering for defendant Henry E.  
9 Huntington Library and Art Gallery, a corporation; defendants  
10 Bradbury Estate Company, a corporation, and Eugene E. Bean  
11 having disclaimed any right, title, interest or estate in and  
12 to the properties involved in this action, Charles Heuston  
13 Hastings, having answered by his true name Charles Heuston  
14 Hastings, and since the commencement of this action said defen-  
15 dant Charles Heuston Hastings having died and Ernest Crawford  
16 May as Executor of the Last Will and Testament of Charles  
17 Heuston Hastings, deceased, having been substituted for said  
18 decedent, and A. V. Wagner having answered and having asserted  
19 and claimed a right to water on his own behalf and on behalf of  
20 others claiming under and through him, and Canyon Mutual Water  
21 Company, a corporation, sued herein as Doe Corporation No. 1,  
22 having answered under its true name, and defendant Alice H.  
23 Graves having died since the commencement of this action, and  
24 Alice Graves Stewart and Katharine Graves Armstrong and  
25 Francis P. Graves being the heirs at law of said Alice H.  
26 Graves, deceased, and being the residuary legatees under the  
27 Last Will and Testament of Alice H. Graves, deceased, and having  
28 been substituted by stipulation as parties defendant for said

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 Alice H. Graves, and plaintiff since the commencement of this  
2 action having acquired the water rights owned and claimed by  
3 Jacob Bean Securities Company, a corporation, Alice Graves  
4 Stewart, Katharine Graves Armstrong and Francis P. Graves,  
5 exclusive of the rights of the last named individuals which  
6 are hereinafter set forth and defined, and plaintiff having  
7 duly filed its supplemental complaint with respect thereto,  
8 and the defendant City of Arcadia, since the commencement of  
9 this action, having acquired all water rights involved herein  
10 of the Rancho Santa Anita, Inc., a corporation, and said  
11 defendants having duly filed their supplemental answer with  
12 respect thereto, and First Trust and Savings Bank of Pasadena,  
13 a corporation, answering as successor in interest to defendant  
14 Altadena Golf Club, defendant Sunnyslope Water Company, a  
15 corporation, having stipulated that its true name is Sunny  
16 Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn  
17 having been substituted as parties defendant in the place and  
18 stead of defendant Fred M. Wilcox, and Dell A. Schweitzer,  
19 executor of the estate of Fred M. Wilcox, deceased; motion of  
20 defendant City of South Pasadena for permission to file its  
21 amended answer disclaiming any interest or estate in the  
22 water and/or water rights in the Raymond Basin as described  
23 in plaintiff's complaint, having been granted, and said  
24 defendant, City of South Pasadena, having been dismissed from  
25 this action, subject to the obligation of said defendant to  
26 pay certain costs, plaintiff and certain defendants having  
27 jointly filed herein their motion that reference should be  
28 made to the Division of Water Resources, Department of Public

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 Works, State of California, as referee; after hearing thereon,  
2 following notice duly served on all defendants not parties to  
3 said motion, said Division of Water Resources having been  
4 appointed referee herein to investigate all of the physical  
5 facts involved herein, and seasonably to report to the Court  
6 thereon, and the said referee having filed its report herein  
7 and the objections thereto filed with it, a stipulation in  
8 writing having been entered into on the 29th day of September,  
9 1943 by and between the attorneys for certain parties, to  
10 wit: City of Alhambra, City of Arcadia, California Water and  
11 Telephone Company, Canyon Mutual Water Company, Crown City  
12 Ice Company, El Campo Mutual Water Company, First Trust and  
13 Savings Bank of Pasadena, Flintridge Mutual Water Company,  
14 Francis P. Graves, Alice Graves Stewart and Katharine Graves  
15 Armstrong, being the heirs of Alice H. Graves, deceased, and  
16 being the residuary legatees under the Last Will and Testament  
17 of Alice H. Graves, deceased, Las Flores Water Company,  
18 Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford  
19 May, as Executor of the Last Will and Testament of Charles  
20 Heuston Hastings, deceased, Robert A. Millikan, Archer Milton  
21 Huntington, Herbert Hoover, William B. Munro and Edwin P.  
22 Hubbell, Trustees of the Henry E. Huntington Library and Art  
23 Gallery, Mira Loma Mutual Water Company, City of Monrovia,  
24 Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery  
25 Association, City of Pasadena, Royal Laundry and Dry Cleaning  
26 Company, Rubio Canon Land and Water Association, San Gabriel  
27 County Water District, City of Sierra Madre, Sunny Slope  
28 Water Company, Valley Water Company, A. V. Wagner and those

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 claiming under and through him, and said stipulation having  
2 been filed herein on the 24th day of November, 1943, requesting  
3 that a certain judgment be entered herein as between said  
4 parties, and stipulating that the amount of water pumped or  
5 otherwise taken by non-parties to this action in the Western  
6 Unit of the Raymond Basin Area as described in Paragraph I of  
7 the proposed judgment attached to said stipulation was 340  
8 acre feet per year and that the amount of water pumped or  
9 otherwise taken by non-parties to this action in the Eastern  
10 Unit of said Raymond Basin Area was 109 acre feet per year,  
11 and the Court on November 24, 1943 having made its order  
12 making each and all of the terms and provisions of said  
13 proposed judgment immediately effective as to said stipulating  
14 parties, and on April 5, 1944 the Court having made its order  
15 appointing and authorizing the Division of Water Resources of  
16 the Department of Public Works of the State of California to  
17 act and serve herein as Watermaster in accordance with the  
18 provisions of the proposed judgment attached thereto and made  
19 a part thereof, and a stipulation between said stipulating  
20 parties and the defendant La Canada Irrigation District  
21 making the defendant La Canada Irrigation District a party to  
22 said stipulation for said judgment and order having been  
23 filed in this Court on April 28, 1944, and this Court on  
24 April 28, 1944 having ordered that during the pendency of  
25 this litigation or until further order of this Court the said  
26 defendant La Canada Irrigation District be made a party to  
27 the stipulation for judgment and order entered into on the  
28 29th day of September, 1943 and filed on the 24th day of

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 November, 1943, and all objections and exceptions to the  
2 Report of Referee, except those of defendant California-  
3 Michigan Land and Water Company, having been withdrawn, and  
4 defendant Flintridge Mutual Water Company having assigned all  
5 its water rights involved herein to defendant Valley Water  
6 Company,

7           This cause came on regularly for hearing of the  
8 objections and exceptions of defendant California-Michigan  
9 Land and Water Company filed to the Report of Referee and the  
10 further trial of the cause between said defendant and the  
11 other parties on the 18th day of May, 1944 before the Honorable  
12 Frank C. Collier, judge presiding in Department Pasadena A of  
13 the above-entitled Court, the Court sitting without a jury;  
14 said hearing and trial were held on the following dates in  
15 the year 1944, to wit: May 18, May 19, May 23, May 24,  
16 May 25, May 31, June 1, June 2, June 6, June 7, June 8,  
17 July 20, August 7 and August 8. A. E. Chandler, Esq., Special  
18 Counsel, and Harold P. Huls, Esq., City Attorney, appearing  
19 as attorneys for plaintiff; Messrs. Goodspeed, McGuire,  
20 Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald  
21 McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys  
22 for defendant California-Michigan Land and Water Company;  
23 Emmett A. Tompkins, Esq., City Attorney, and Kenneth K.  
24 Wright, Esq., appearing as attorneys for defendant City of  
25 Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K.  
26 Wright, Esq., appearing as attorneys for defendant City of  
27 Monrovia; Kenneth K. Wright, Esq., appearing as attorney for  
28 defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 as attorney for defendant Flintridge Mutual Water Company;  
2 Kenneth K. Wright, Esq., appearing as attorney for defendant  
3 Valley Water Company; John C. Packard, Esq. and Kenneth K.  
4 Wright, Esq., appearing as attorneys for defendant El Campo  
5 Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by  
6 W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as  
7 attorneys for defendant Crown City Ice Company; Messrs.  
8 Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler &  
9 Wright by Howard W. Wright, Esq., and Kenneth K. Wright,  
10 Esq., appearing as attorneys for defendants Francis Graves,  
11 Alice Graves Stewart and Katharine Graves Armstrong; Messrs.  
12 Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank,  
13 Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K.  
14 Wright, Esq., appearing as attorneys for defendant Ernest  
15 Crawford May, as Executor of the Last Will and Testament of  
16 Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn &  
17 Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq.,  
18 appearing as attorneys for defendants Robert A. Millikan,  
19 Archer Milton Huntington, Herbert Hoover, William B. Munro  
20 and Edwin P. Hubbell, trustees of the Henry E. Huntington  
21 Library and Art Gallery; Messrs. Anderson and Anderson by  
22 Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing  
23 as attorneys for defendant Rubio Canon Land and Water Associa-  
24 tion; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq.,  
25 appearing as attorneys for defendant La Canada Irrigation  
26 District; Messrs. Boyle, Holmes & Garrett by John W. Holmes,  
27 Esq., and Kenneth K. Wright, Esq., appearing as attorneys for  
28 defendant First Trust and Savings Bank of Pasadena; Walter F.



LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq.,  
2 appearing as attorneys for defendant City of Sierra Madre;  
3 Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing  
4 as attorneys for defendant Royal Laundry and Dry Cleaning  
5 Company; Messrs. Bacigalupi, Elkus & Salinger by Claude  
6 Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as  
7 attorneys for defendant California Water and Telephone Company;  
8 Kenneth K. Wright, Esq., appearing as attorney for defendant  
9 San Gabriel Valley Water Company; Messrs. Merriam, Rinehart &  
10 Merriam by Ralph T. Merriam, Esq., appearing as attorneys for  
11 defendant Pasadena Cemetery Association; Frederick G. Stoebr,  
12 Esq., appearing as attorney for defendant A. V. Wagner;  
13 Messrs. Potter and Potter, by Bernard Potter, Esq., appearing  
14 as attorneys for defendant Mira Loma Mutual Water Company;  
15 Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney,  
16 appearing as attorneys for defendant City of Arcadia; Laurence B.  
17 Martin, Esq., appearing as attorney for defendant Sunny Slope  
18 Water Company; Robert E. Moore, Esq., appearing as attorney  
19 for defendant Lincoln Avenue Water Company; Messrs. Hahn and  
20 Hahn by Edwin F. Hahn, Esq., appearing as attorneys for  
21 defendant The Las Flores Water Company; Messrs. Hahn and Hahn  
22 by Edwin F. Hahn, Esq., appearing as attorneys for defendants  
23 Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn  
24 and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for  
25 defendant Canyon Mutual Water Company, and

26 All objections and exceptions to the Report of  
27 Referee filed by defendant California-Michigan Land and Water  
28 Company having been overruled by the Court with the exception

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 of objection 18 which was withdrawn by said defendant, and

2 Certain stipulations having been entered into by  
3 and between the parties and evidence both oral and documentary  
4 having been introduced and the cause having been submitted to  
5 the Court for its decision upon briefs, and briefs for the  
6 respective parties having been filed and considered, the  
7 Court, being fully advised in the premises, and having made  
8 its findings of fact and conclusions of law, and

9 The Court, by reason of the stipulation aforesaid  
10 and the findings of fact and conclusions of law, having  
11 rendered its Judgment on December 23, 1944, and such Judgment  
12 having been entered in Book 1491, page 84, on December 26,  
13 1944, and

14 Pursuant to its reservation of jurisdiction in this  
15 case, and pursuant to appropriate motions, the Court having  
16 modified the Judgment on April 29, 1955; on January 17, 1974;  
17 and on June 24, 1974, and

18 Plaintiff having moved the Court for an order  
19 further modifying and restating the Judgment as modified,  
20 such motion having come on regularly for hearing on the 16th  
21 day of March, 1984, in Department A of the Northeast District  
22 of this Court, the Honorable Robert M. Olson, Judge, presiding;  
23 and notice of such motion having been duly served on all  
24 defendants and interested parties; and no objections to the  
25 granting of the motion having been filed or made at the hearing;  
26 and good cause having been shown, and the Court having therefore  
27 granted the motion, pursuant to the continuing jurisdiction of  
28 the Court,

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the  
2 Judgment in this case be modified and restated (including all  
3 transfers of rights and prior modifications which remain  
4 valid) as follows:

6 I

7  
8 There exists in the County of Los Angeles, State of  
9 California, a field of groundwater, known and hereinafter  
10 referred to as the Raymond Basin Area, and subdivisions  
11 thereof herein designated the Eastern Unit and the Western  
12 Unit which are shown on the map attached hereto and hereby  
13 made a part hereof.

14 Under existing conditions, the safe yield of said  
15 Eastern Unit is 5,290 acre feet per year, and the safe yield  
16 of said Western Unit is 25,480 acre feet per year.

17 The amount of water pumped or otherwise taken by  
18 non-parties to this action in said Western Unit is less than  
19 100 acre feet per year, and the amount of water pumped or  
20 otherwise taken by non-parties to this action in said Eastern  
21 Unit is zero acre feet per year.

22 The parties hereto pumping from wells or otherwise  
23 taking water for beneficial use from the ground in said sub-  
24 divisions of said Raymond Basin Area are as shown in the  
25 table in Paragraph IV hereof.

26  
27 / / /

28 / / /

LAW OFFICE OF  
BEST, BEST & KRUEGER  
1300 ORANGE AVENUE  
POST OFFICE BOX 1020  
RIVERSIDE, CALIFORNIA 92502

II

As to those parties hereto who are taking or diverting water for beneficial use from any source contributing to the supply of water in the ground in said Raymond Basin Area, each of said parties has the right as against all parties other than the defendant California-Michigan Land and Water Company, no determination as to the existence of such right being made as against it, to continue to divert from such source for such use an amount of water measured by the maximum capacity of its diversion works and other facilities as the same existed at any time within five (5) years prior to October 1, 1937. That said maximum capacities of the said works and facilities of each of said parties in cubic feet per second are as follows:

|  |       |
|--|-------|
| La Canada Irrigation District (Snover Canyon)  | 1.20  |
| Las Flores Water Company   | 0.50  |
| Lincoln Avenue Water Company   | 6.59  |
| Lockhart, Ross M.  | 1.20  |
| May, Ernest Crawford, as Executor of the<br>Last Will and Testament of Charles<br>Houston Hastings, deceased | 0.26  |
| Mira Loma Mutual Water company   | 0.81  |
| Pasadena Cemetery Association  | 0.02  |
| Pasadena, City of  |       |
| Arroyo Seco Including Millard Canyon   | 25.00 |
| Eaton Canyon   | 8.90  |
| Rubio Canon Land and Water Association   | 2.20  |
| Sierra Madre, City of  | 6.00  |

Each of said parties, and each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, or any of them, are and each of them is hereby forever enjoined and restrained from increasing its taking or diversion from such source beyond the amount of

1 such taking or diversion as measured by said maximum capacity  
2 of its diversion works and other facilities.

3 Each of the said parties, and their successors in  
4 interest, having diversion rights as set forth above in the  
5 Western Unit of the Raymond Basin Area shall have the right  
6 in its discretion to spread the surface water diverted pursuant  
7 to its respective right, and to recapture eighty percent  
8 (80%) thereof by pumping, subject to and upon the following  
9 terms and conditions.

10 (1) The water shall be spread for percolation into  
11 the underground in the existing water conservation facilities  
12 of the Los Angeles County Flood Control District, or in such  
13 additional spreading grounds as the parties may acquire or con-  
14 struct, or in any natural stream channels leading to such  
15 existing or future spreading grounds, provided that all such  
16 spreading locations shall be located within the Monk Hill Basin  
17 or Pasadena Subarea hydrologic subdivisions of the Western Unit  
18 of the Raymond Basin Area.

19 (2) A metering device, or devices, shall be installed  
20 and maintained by each diverting party at such party's expense  
21 to measure all amounts of water diverted by such party for  
22 spreading purposes. Such metering facilities, and the continued  
23 accuracy thereof, shall be subject to the approval of the Water-  
24 master and the Los Angeles County Flood Control District, and  
25 all such measurements shall be available to them. The Water-  
26 master, with such assistance as the Los Angeles County Flood  
27 Control District may provide, shall determine and account for  
28 all water diverted for spreading, the amount of water spread

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 and available for recapture, and the amount so recaptured, and  
2 shall include such determinations and accounting in its reports.

3 (3) In the event that the capacity of any of the  
4 spreading grounds of the Los Angeles County Flood Control Dis-  
5 trict is fully utilized for the conservation of natural flows,  
6 and water diverted for spreading in such facilities cannot be  
7 percolated into the Basin and escapes therefrom, such quantity  
8 of water shall be subtracted from the amount diverted for  
9 spreading to determine the amount available for recapture.  
10 Such losses shall be divided among the parties diverting water  
11 for such spreading in proportion to the amounts diverted at  
12 the time the loss occurs.

13 (4) Each such party shall have the right to pump  
14 from any wells in the Monk Hill Basin an amount of water equal  
15 to eighty percent (80%) of the amount which it has diverted for  
16 such spreading therein and which is available for recapture, and  
17 the right to pump from any wells in the Pasadena Subarea an  
18 amount of water equal to eighty percent (80%) of the amount which  
19 it has diverted for such spreading therein and which is available  
20 for recapture. Such amounts pumped shall be in addition to the  
21 respective Decreed Rights of the parties as provided in the  
22 Judgment herein, as modified on April 29, 1955, and in addition  
23 to the amounts which can be pumped or otherwise taken under the  
24 provisions of Paragraph V hereof. Any amounts recaptured under  
25 the terms of this Paragraph shall be pumped in such a manner as  
26 not to injure other parties having rights under this Judgment.  
27 The effect of such pumping shall be monitored by the Watermaster,  
28 and the Watermaster shall report any such injury to the Court

1 for appropriate action.

2 (5) Any additional amounts allowed to be taken as  
3 provided in subparagraph (4) above shall be pumped by the end  
4 of the next accounting year utilized by the Watermaster follow-  
5 ing such diversions for spreading. If such pumping does not  
6 occur within this period of time, the right to take such amount  
7 of water shall be lost.

8 (6) For accounting purposes, the first water taken  
9 from the Western Unit of the Raymond\*Basin Area during any  
10 accounting year, by any party having made diversions for spread-  
11 ing purposes during the previous accounting year, shall be con-  
12 sidered by the Watermaster as water pumped pursuant to subpara-  
13 graph (4) above, unless such water was pumped during the same  
14 accounting year in which it was diverted and spread.

15 (7) The rights provided in subparagraph (4) above  
16 shall apply to all water diverted for spreading as required  
17 herein after May 1, 1973.

18 (8) The right to divert for spreading and recapture  
19 is an alternative, in whole or in part, to the right to make  
20 direct use of such diversions, and does not preclude the direct  
21 use of such water, provided that the total amount of water  
22 diverted, either for spreading or direct use, does not exceed  
23 the respective rights of the parties set forth above.

24 (9) These provisions concerning the right to spread  
25 and recapture by pumping remain subject to the continuing  
26 jurisdiction of the Court. Any additional costs incurred by  
27 the Watermaster in making determinations, accountings, reports,  
28 and monitoring of pumping as required in connection with such

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 spreading and recapture of water shall be paid by the parties  
2 diverting water for spreading in proportion to the amount of  
3 water which each party diverts for such purpose. Such costs  
4 shall be included as part "C" of the Watermaster's Annual  
5 Budget.  
6

7 III

8  
9 Each and all of the rights of the parties hereto to  
10 pump water from wells or otherwise take water from the ground  
11 in said Raymond Basin Area are of equal priority and of the  
12 same legal force and effect.  
13

14 IV

15  
16 Subject to the provisions of Paragraphs V, VI and  
17 XXI hereof, each party hereto is the owner of the right to  
18 pump water from wells or otherwise take water from the ground  
19 in each of said units in the amount set forth opposite the  
20 name of each party in the following table, which said right,  
21 for convenience, is designated the "present unadjusted right":  
22

23 PRESENT UNADJUSTED RIGHTS TO TAKE  
24 WATER IN RAYMOND BASIN AREA

| 25 <u>Eastern Unit</u>   | <u>Acre Feet Per Year</u> |
|--------------------------|---------------------------|
| 26 Arcadia, City of      | 2,527                     |
| 27 Sierra Madre, City of | 1,264                     |
| 28 / / /                 |                           |



|    |  |        |
|----|--|--------|
| 1  | <u>Western Unit</u>                    |        |
| 2  | Alhambra, City of                      | 1,042  |
| 3  | Arcadia, City of (including, as        | 2,141  |
| 4  | successor, the rights of the           |        |
|    | City of Monrovia)                      |        |
| 5  | California American Water Company      | 2,324  |
| 6  | (as successor to the California        |        |
| 7  | Water and Telephone Company, and       |        |
|    | including, as successor, the rights    |        |
|    | of the El Campo Mutual Water Company)  |        |
| 8  | Crown City Ice Company                 | 0      |
| 9  | East Pasadena Water Company (as        | 521    |
| 10 | successor to the California-           |        |
|    | Michigan Land and Water Company)       |        |
| 11 | Henry E. Huntington Library and Art    | 265    |
| 12 | Gallery (as successor to Robert A.     |        |
| 13 | Millikan, et al., Trustees of the      |        |
|    | Henry E. Huntington Library and Art    |        |
|    | Gallery)                               |        |
| 14 | Kinneloa Irrigation District (as       | 522    |
| 15 | successor to the rights of Francis P.  |        |
| 16 | Graves, et al.; Ross M. Lockhart;      |        |
| 17 | A. V. Wagner; Mira Loma Mutual Water   |        |
|    | Company; Canyon Mutual Water Company;  |        |
|    | and Chesley E. and Kathleen M. Osborn) |        |
| 18 | La Canada Irrigation District          | 101    |
| 19 | Las Flores Water Company               | 252    |
| 20 | Lincoln Avenue Water Company           | 573    |
| 21 | May, Ernest Crawford, as Executor      | 0      |
| 22 | of the Last Will and Testament of      |        |
|    | Charles Heuston Hastings, deceased     |        |
| 23 | Milum Textile Services Company (as     | 111    |
|    | successor to Royal Laundry and Dry     |        |
|    | Cleaning Company)                      |        |
| 24 | Pasadena Cemetery Association          | 92     |
| 25 | Pasadena, City of (including, as       | 12,946 |
| 26 | successor, the rights of the First     |        |
| 27 | Trust and Savings Bank of Pasadena)    |        |
| 28 | / / /                                  |        |

|   |  |       |
|---|--|-------|
| 1 | Rubio Canon Land and Water Association | 1,234 |
| 2 | San Gabriel County Water District      | 1,103 |
| 3 | Sunny Slope Water Company              | 1,575 |
| 4 | Valley Water Company (including, as    | 806   |
| 5 | successor, the rights of the           |       |
| 6 | Flintridge Mutual Water Company)       |       |

7                   The total of said rights in the Eastern Unit is  
8 3,791 acre feet per year, and the total of said rights in  
9 the Western Unit is 25,608 acre feet per year.

11                   V

12  
13                   In order to maintain and protect the supply of  
14 water in the ground in said Raymond Basin Area, it is necessary  
15 that the respective parties to this action be limited in the  
16 exercise of their respective present unadjusted rights, and  
17 the right, so limited, in acre feet per year, of each party  
18 to pump water from wells or otherwise take water from the  
19 ground, in the Western Unit, is as set forth in the table at  
20 the end of this Paragraph V, and in the Eastern Unit as set  
21 forth in Paragraph VI hereof. Said right, for convenience,  
22 is designated the "decreed right." In said Western Unit the  
23 amount of the decreed right of each party hereby is determined  
24 by reducing the present unadjusted right of each party as  
25 tabulated in Paragraph IV hereof, in the proportion that the  
26 safe yield of said unit, less the water taken therein by  
27 non-parties hereto, bears to the aggregate of such rights of  
28 the parties hereto in said unit. Each of said parties and

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 each of their agents, employees, attorneys, and any and all  
2 persons acting by, through, or under them, are and each of  
3 them is, subject to the terms of Paragraph XXI hereof,  
4 hereby forever enjoined and restrained on and after July 1,  
5 1944, as to all parties other than California-Michigan Land  
6 and Water Company, and on and after July 1, 1945 as to said  
7 California-Michigan Land and Water Company, from pumping or  
8 otherwise taking from the ground in said Western Unit more  
9 water than its decreed right in this Paragraph determined;  
10 provided that a party may exceed its decreed right to the  
11 extent that it has acquired and exercises the decreed right  
12 of any other party, or as may become necessary in the case of  
13 an emergency or temporarily for other reasonable cause as  
14 determined by the Watermaster, taking into account the basin  
15 supply, quality conditions, the impact on other parties, and  
16 subject to such conditions as the Watermaster may impose,  
17 including whether or not such excess extractions must be made  
18 up in future years; and provided, however, that any of the  
19 parties to this action may take in any twelve-month period  
20 beginning July 1 for its own beneficial use, and for the  
21 release of water for use by other parties or persons pursuant  
22 to and in accordance with the Raymond Basin Area Water Exchange  
23 Agreement for 1943 and amendment thereto, hereinafter referred  
24 to, attached hereto and hereby made a part hereof, an amount  
25 not exceeding one hundred ten percent (110%) of its decreed  
26 right as fixed herein, plus any amount of allowable underpumping  
27 as hereinafter provided. Any such extractions in excess of a  
28 party's decreed right (not including any emergency or temporary

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 extractions authorized by the Watermaster) shall be made up  
2 in the following year, and the amount of water which a party  
3 may take under its decreed right in that year shall be reduced  
4 by an equivalent amount. If a party in any twelve-month  
5 period, beginning July 1, takes less than its decreed right,  
6 or less than the amount allowed after reduction for any  
7 excess extractions, the amount of such underpumping, but not  
8 exceeding ten percent (10%) of its decreed right or such  
9 additional amount as the Watermaster may allow for an emergency  
10 or other reasonable cause, may be carried over and taken  
11 during the next succeeding year. The yearly period from  
12 July 1 to June 30 hereby is adopted and shall be used in the  
13 administration and enforcement of this Judgment.  
14

15 DECREED RIGHTS TO TAKE WATER FROM THE GROUND  
16 IN SAID WESTERN UNIT IN ACRE FEET PER YEAR

|  | <u>Acre Feet Per Year</u> |
|--|---------------------------|
| 17 Alhambra, City of                   | 1,031                     |
| 18 Arcadia, City of (including, as     | 2,118                     |
| 19 successor, the rights of the        |                           |
| 20 City of Monrovia)                   |                           |
| 21 California American Water Company   | 2,299                     |
| 22 (as successor to the California     |                           |
| 23 Water and Telephone Company, and    |                           |
| including, as successor, the rights    |                           |
| of the El Campo Mutual Water Company)  |                           |
| 24 East Pasadena Water Company (as     | 515                       |
| 25 successor to the California-        |                           |
| Michigan Land and Water Company)       |                           |
| 26 Henry E. Huntington Library and Art | 262                       |
| 27 Gallery (as successor to Robert A.  |                           |
| 28 Millikan, et al., Trustees of the   |                           |
| Henry E. Huntington Library and Art    |                           |
| Gallery)                               |                           |

|    |  |        |
|----|--|--------|
| 1  | Kinneloa Irrigation District (as                           | 516    |
| 2  | successor to the rights of Francis P.                      |        |
| 3  | Graves, et al.; Ross M. Lockhart;                          |        |
| 4  | A. V. Wagner; Mira Loma Mutual Water                       |        |
|    | Company; Canyon Mutual Water Company;                      |        |
|    | and Chesley E. and Kathleen M. Osborn)                     |        |
| 5  | La Canada Irrigation District                              | 100    |
| 6  | Las Flores Water Company                                   | 249    |
| 7  | Lincoln Avenue Water Company                               | 567    |
| 8  | Milum Textile Services Company (as                         | 110    |
| 9  | successor to Royal Laundry and Dry                         |        |
|    | Cleaning Company)  |        |
| 10 | Pasadena Cemetery Association                              | 91     |
| 11 | Pasadena, City of (including, as                           | 12,807 |
| 12 | successor, the rights of the First                         |        |
|    | Trust and Savings Bank of Pasadena)                        |        |
| 13 | Rubio Canon Land and Water Association                     | 1,221  |
| 14 | San Gabriel County Water District                          | 1,091  |
| 15 | Sunny Slope Water Company                                  | 1,558  |
| 16 | Valley Water Company (including, as                        | 797    |
| 17 | successor, the rights of the                               |        |
|    | Flintridge Mutual Water Company)                           |        |
| 18 | Total Western Unit   | 25,332 |
| 19 |  |        |
| 20 | VI   |        |
| 21 |  |        |
| 22 | The decreed right of each party hereto in said             |        |
| 23 | Eastern Unit is as follows:                                |        |
| 24 | City of Arcadia, 3,526 acre feet per year;                 |        |
| 25 | City of Sierra Madre, 1,764 acre feet per year.            |        |
| 26 | Each of said parties, and each of their agents,            |        |
| 27 | employees, attorneys and any and all persons acting by,    |        |
| 28 | through, or under them, are and each of them is subject to |        |

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 GRAND STREET  
POST OFFICE BOX 1024  
RIVERSIDE, CALIFORNIA 92502

1 the terms of Paragraph XXI hereof, hereby forever enjoined  
2 and restrained on and after July 1, 1944, as follows:

3 (1) From pumping or otherwise taking from the  
4 ground in said Eastern Unit more water than its decreed right  
5 in this Paragraph determined; provided that a party may  
6 exceed its decreed right to the extent that it has acquired,  
7 and exercises the decreed right of any other party, or as may  
8 become necessary in the case of an emergency or temporarily  
9 for other reasonable cause as determined by the Watermaster,  
10 taking into account the basin supply, quality condition, the  
11 impact on other parties, and subject to such conditions as  
12 the Watermaster may impose, including whether or not such  
13 excess extractions must be made up in future years; and  
14 provided, however, that any of the parties to this action may  
15 take in any twelve-month period beginning July 1 for its own  
16 beneficial use, and for the release of water for use by other  
17 parties or persons pursuant to and in accordance with the  
18 Raymond Basin Area Water Exchange Agreement for 1943 and  
19 amendment thereto, hereinafter referred to, attached hereto  
20 and hereby made a part hereof, an amount not exceeding one  
21 hundred ten percent (110%) of its decreed right as fixed  
22 herein, plus any amount of allowable underpumping as herein-  
23 after provided. Any such extractions in excess of a party's  
24 decreed right (not including any emergency or temporary  
25 extractions authorized by the Watermaster) shall be made up  
26 in the following year, and the amount of water which a party  
27 may take under its decreed right in that year shall be reduced  
28 by an equivalent amount. If a party in any twelve-month

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 period, beginning July 1, takes less than its decreed right,  
2 or less than the amount allowed after reduction for any  
3 excess extractions, the amount of such underpumping, but not  
4 exceeding ten percent (10%) of its decreed right or such  
5 additional amount as the Watermaster may allow for an  
6 emergency or other reasonable cause, may be carried over  
7 and taken during the next succeeding year.

8 (2) From pumping or otherwise taking water from  
9 the ground in said Eastern Unit in any year within one-half  
10 mile of its western boundary in an amount which, in addition  
11 to other extractions, would be in excess of the average  
12 amount pumped or taken in said one-half mile zone during the  
13 period 1927-28 to 1937-38, to wit: 88 acre feet per annum,  
14 the half mile being measured along a perpendicular erected on  
15 the boundary between said unit and said Western Unit as shown  
16 on the map attached hereto.

17 (3) From pumping or otherwise taking water from  
18 the ground in said Eastern Unit in any year in excess of the  
19 average amount pumped or taken therein during the period  
20 1927-28 to 1937-38, to wit: 3,261 acre feet per annum,  
21 during any year in which static groundwater level measurements,  
22 made at the time of maximum high water table in the spring  
23 season of each year, show that the average water table eleva-  
24 tion in the area between Foothill Boulevard and Raymond Fault  
25 and between a line 300 feet west of Rosemead Boulevard and a  
26 line 100 feet east of Michillinde Avenue, less any increase  
27 in such elevation that is attributable to any groundwater  
28 storage program, is higher than that at the Arcadia group of

1 wells designated as such on said map attached hereto and  
2 located west of the intersection of Orange Grove and Santa  
3 Anita Avenues in the City of Arcadia, this limitation to  
4 apply only when the water table elevation at said group is  
5 less than 500 feet above sea level, United States Geological  
6 Survey datum.

7  
8 VII

9  
10 There is now and, so long as the requirements in sub-  
11 paragraphs 2 and 3 of Paragraph VI hereof are fulfilled and  
12 maintained, there will be no material movement of water across  
13 the boundary between the Western Unit and the Eastern Unit.

14  
15 VIII

16  
17 Nothing in this Judgment contained shall be deemed  
18 to modify the rights as between the defendants City of Sierra  
19 Madre and City of Arcadia as set forth in that certain Judgment  
20 entitled "The City of Sierra Madre, a municipal corporation, et  
21 al., vs. The City of Arcadia, a municipal corporation," No.  
22 209747 in the Superior Court of the State of California, in  
23 and for the County of Los Angeles, entered on the 22nd day of  
24 April, 1930, but in the exercise of such rights each of said  
25 parties shall be subject to the express provisions of Para-  
26 graph VI hereof.

27  
28 / / /



LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 GRAND STREET  
POST OFFICE BOX 1034  
RIVERSIDE, CALIFORNIA 92502

IX

A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

A violation of any provision of this Judgment, or attached Agreement and amendment thereto, or order, instruction, rule or direction of the Court or of the Watermaster, shall be punished in such manner as the Court may direct.

The compensation of said Watermaster shall be fixed by an order or orders which the Court hereafter from time to time may make.

X

There is hereby established a Raymond Basin Management Board (sometimes hereafter called "Board") which shall be the Watermaster. The Board shall have all of the rights,

1 and shall carry out all of the responsibilities, of the  
2 Watermaster as provided in this Judgment. In addition, in  
3 order to implement sound water management practices within  
4 the framework of the rights of the parties as determined  
5 herein, the Board shall have the powers set forth in Para-  
6 graph XII.

8 XI

10 The Board shall be organized and constituted as  
11 follows:

12 (1) Each party holding a decreed right of 1,000  
13 acre feet or more shall appoint one member to the Board.

14 (2) The parties within each subarea, namely, Monk  
15 Hill Subarea, Pasadena Subarea, and the Eastern Unit, who  
16 each hold decreed rights of less than 1,000 acre feet shall  
17 together appoint a member from each respective subarea. The  
18 appointment for each subarea shall be by majority vote, with  
19 each such party having one vote.

20 (3) No party shall have the right to appoint, or  
21 to participate in the appointment of, more than one member to  
22 the Board.

23 (4) Board members shall have broad engineering or  
24 management experience in the operation of a water utility or  
25 groundwater basin.

26 (5) Each member shall be appointed for a term of  
27 one year, or until replaced. Members shall serve at the  
28 pleasure of the appointing party, parties or body. No member

LAW OFFICES OF  
BEST, BEST & KRUEGER  
4200 ORANGE AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 shall be appointed by or represent more than one party or  
2 group of parties. The Board shall select its own officers.  
3 A quorum of the Board shall consist of six members, and the  
4 Board may act by a majority of those members present at a  
5 meeting. The Board shall meet at least quarterly, and all  
6 parties to the action may attend. Minutes of the Board  
7 meetings shall be kept and sent to all parties in the action.  
8 The Board shall have the power to adopt such by-laws, rules  
9 and regulations, not inconsistent with the terms of this  
10 Judgment, as may be necessary for its own organization and  
11 operation.

12  
13 XII  
14

15 The powers and responsibilities of the Raymond  
16 Basin Management Board, as Watermaster and otherwise, shall  
17 be exercised with a view toward protecting the long-term  
18 quantity and quality of the groundwater supply; utilizing the  
19 groundwater storage capacity of the basin for the maximum  
20 advantage of the parties, without however causing significant  
21 adverse impact upon any party; integrating to the extent  
22 feasible the use of surface and groundwater supplies so as to  
23 reduce costs, improve reliability of supply, and to protect  
24 against drought; and to encourage the parties to cooperate in  
25 the utilization of their respective water rights and water  
26 systems for the mutual good. The Board shall have power:

27 (1) To contract with the California Department of  
28 Water Resources, or with any other competent person or firm,

LAW OFFICES OF  
BEST, BEST & KRIGER  
4209 ORANGE STREET  
POST OFFICE BOX 1034  
RIVERSIDE, CALIFORNIA 92502

1 to perform all or part of the Watermaster functions.

2 (2) To determine the amount of storage capacity that  
3 is available in the basin from time to time for groundwater  
4 storage programs.

5 (3) To allocate such storage capacity among the  
6 parties, and to provide for its use and the recapture of  
7 equivalent amounts of stored water. The Board may approve,  
8 condition or disapprove proposed water storage programs, and  
9 imported, nontributary water shall not be stored in the basin  
10 without the Board's approval. Approved programs shall include  
11 provisions for the duration of allowed storage of water, for  
12 determination of losses, for the rates and places of recapture,  
13 and for such other conditions as may be necessary to prevent  
14 operational problems for other parties, including degradation  
15 of water quality.

16 (4) To control the direct recharge into the basin  
17 of imported, non-tributary water.

18 (5) To issue such rules and regulations as may be  
19 necessary in order to account properly for sales, leases,  
20 exchanges or other transfers among the parties of decreed  
21 rights and the use of water. The Board shall attempt to  
22 facilitate, not restrict, such transfers, including efforts  
23 to develop agreements for the production and distribution of  
24 water through facilities of other parties where such practices  
25 promote efficiency and sound water management. This policy  
26 shall extend to the use of stored water where consistent with  
27 the policies of The Metropolitan Water District of Southern  
28 California with respect to the use of supplemental water

LAW OFFICES OF  
BEST, BEST & KRIEGER  
1200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERGIDE, CALIFORNIA 92502

1 which it provides.

2 (6) To conduct studies or undertake other activities  
3 for the common benefit of the parties in the operation of the  
4 Raymond Basin Area; to obtain engineering, legal and other  
5 professional services in such connection; and, in addition to  
6 the Watermaster budget procedures, to assess the parties in  
7 an equitable manner and as may be necessary to pay the costs  
8 of the Board's operations, which assessments shall be paid by  
9 the parties. Payment shall be enforced in the same manner as  
10 provided in Paragraph XV for the annual budget, although the  
11 actual apportionment of costs may differ from the method  
12 provided in Paragraph XV. All actions of the Board, including  
13 any assessments imposed, shall be subject to review by the  
14 Court, pursuant to the procedures of Paragraph XVII.

15  
16 XIII

17  
18 Each party hereto at its own expense shall:

19 (1) Measure and keep records of all its diversions  
20 from any source contributing to the supply of water in the  
21 ground, of its importations of water, and of its production  
22 of water from the ground in the Raymond Basin Area, subject  
23 to the approval of the Watermaster as to equipment and methods;

24 (2) Measure and keep records of its production and  
25 distribution in such manner as to show its use in, transfers  
26 within, and exports of water from the Raymond Basin Area, or  
27 any subdivision thereof, as required by the Watermaster;

28 / / /

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 (3) Measure and record the depth to the water  
2 table in all wells owned or operated by it within the Raymond  
3 Basin Area once a month, or as required by the Watermaster.

4 Any party owning any facilities for the diversion  
5 from any source contributing to the supply of the water in  
6 the ground in the Raymond Basin Area, or for pumping or  
7 otherwise taking water from the ground in said area, at its  
8 own expense shall install and at all times maintain in good  
9 working order reliable measuring devices and facilities for  
10 testing said devices and shall keep records of its diversions  
11 and production through the use of such devices and facilities  
12 as may be required by the Watermaster; that upon failure of  
13 any such party to install such devices and facilities on or  
14 before such day as the Watermaster shall fix, after due  
15 notice from the Watermaster so to do, the Watermaster shall  
16 give the Court notice of such failure for proper action in  
17 the premises.

18  
19 XIV  
20

21 In addition to other duties herein provided, the  
22 Watermaster shall:

23 (1) Supervise the collection, assembly and presenta-  
24 tion of the records and other data required of the parties;  
25 such records and other data to be open to inspection by any  
26 party or its representative during normal business hours.

27 (2) Require all parties hereto to operate their  
28 respective wells in a manner which will accomplish the stated

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4100 ORANGE STREET  
PORT OFRICE BOX 1029  
RIVERSIDE, CALIFORNIA 92502

1 purposes of said Agreement and amendment thereto, and will  
2 effectuate this Judgment without placing undue burden on any  
3 party; study separately pumping patterns in the Monk Hill  
4 Basin, Pasadena Subarea, and the Eastern Unit, and report  
5 recommendations thereon not less than twice each year; such  
6 report shall recognize the right of each party to pump its  
7 decreed right, but shall include recommendations as to whether  
8 more or less water should be pumped from individual wells;  
9 such recommendations shall be calculated to minimize inter-  
10 ference among parties, to conserve energy, expense and local  
11 water supplies, and to provide for the most efficient and  
12 equitable use of groundwater in the Raymond Basin Area; such  
13 recommendations shall be advisory only, and shall not be  
14 blinding upon the parties unless confirmed by order of this  
15 Court.

16 (3) Establish an ongoing program to monitor water  
17 quality in the Raymond Basin Area.

18 (4) Prepare a tentative annual budget for the  
19 fiscal year commencing July 1, separately stating the antici-  
20 pated expense for administering the provisions of said Agree-  
21 ment and amendment thereto for the release and receipt of  
22 water, and the anticipated expense of the administration of  
23 the other provisions of said Agreement and amendment thereto  
24 and of enforcing this Judgment. The Watermaster shall serve  
25 said tentative budget upon each of the parties on or before  
26 May 1 of each year. If any party has any objection to said  
27 tentative budget, or any suggestions with respect thereto, it  
28 shall present the same in writing within ten (10) days after

LAW OFFICES OF  
BEST, BEST & KRIEGER  
1200 ORANGE STREET  
POST OFFICE BOX 1034  
RIVERSIDE, CALIFORNIA 92502

1 service thereof upon it. Thereafter, the Watermaster shall  
2 prepare a final budget and serve the same upon each party.  
3 If any party objects to said final budget it may make written  
4 objection thereto by filing its objection with this Court  
5 within fifteen (15) days after service of the same upon it,  
6 after first having served such objection upon each party  
7 hereto, and shall bring such objection on for hearing before  
8 this Court within fifteen (15) days after such filing, or at  
9 such time as the Court may direct.

10 If no objection to said budget be made as herein  
11 provided, it shall be the annual budget for the particular  
12 year involved. If objection to such budget be filed with  
13 this Court as herein provided, then the annual budget shall  
14 be determined by the order of this Court.

15 (5) Make an annual report on or before September 1  
16 of each year to the parties hereto of the scope of the Water-  
17 master's work during the preceding fiscal year and a statement  
18 of receipts and expenditures in appropriate detail, segregated  
19 as to the items attributable to the administration of the  
20 provisions of said Agreement and amendment thereto respecting  
21 the release and receipt of water, and as to the items attri-  
22 butable to the administration of the other provisions of said  
23 Agreement and amendment thereto and to the enforcement of  
24 this Judgment.

25  
26 / / /

27 / / /

28 / / /



LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
INVERGLEN, CALIFORNIA 91302

XV

The cost of enforcing this Judgment or any order or direction of this Court or of the Watermaster (other than those with respect to the release and receipt of water in accordance with the provisions of said Agreement and amendment thereto) shall be borne by the parties in proportion to their respective decreed rights as determined in Paragraphs V and VI of this Judgment, and the Watermaster shall assess such cost to each party accordingly.

Payment thereof shall be made by each party within thirty (30) days after the annual budget shall have become final and the service on such party by the Watermaster of a statement of the amount due. If payment be not made within said thirty (30) days, such payment shall be delinquent and the Watermaster shall add a penalty of ten percent (10%) thereof to said statement, and the amount of said statement plus said penalty thereupon shall be due and payable. Payment required of any party hereunder or under the terms of said Agreement and amendment thereto may be enforced by execution issued out of this Court or as may be provided by any order hereinafter made by this Court. All payments and penalties received by the Watermaster, except payments received on account of the release and receipt of water, shall be deposited by the Watermaster in a fund which shall be designated "The Watermaster Service Fund" and shall be expended for the administration of the Agreement and amendment thereto and the enforcement of this Judgment in accordance with the annual

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 CHANCE STREET  
PORT OFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 budgets herein provided for. Any money remaining at the end  
2 of any year shall be available for use the following year for  
3 such Watermaster service. Money collected or received by the  
4 Watermaster in connection with the release and receipt of  
5 water under the provisions of said Agreement and amendment  
6 thereto shall be deposited by him in a special deposit fund,  
7 and paid out by him in accordance with the provisions of said  
8 Agreement and amendment thereto.

9  
10 XVI

11  
12 Any Watermaster ceasing to perform Watermaster  
13 service hereunder immediately upon such cessation shall  
14 deposit with the clerk of this Court all funds in his posses-  
15 sion collected from the parties in accordance with this  
16 Judgment or said Agreement and amendment thereto, and forth-  
17 with shall serve upon the parties hereto and file with this  
18 Court his final account and report, and shall deliver to his  
19 successor, or as the Court may direct, all property and all  
20 records or certified copies thereof.

21  
22 XVII

23  
24 Any party having objection to any determination or  
25 finding made by the Watermaster, other than as provided in  
26 subparagraph (4) of Paragraph XIV hereof, may make the same  
27 in writing to the Watermaster within thirty (30) days after  
28 the making of such determination or finding after first

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4300 ORANGE STREET  
P.O. BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1 having served a copy of such objection upon each party, and  
2 within thirty (30) days thereafter the Watermaster shall  
3 consider said objection and shall amend or affirm his finding  
4 or determination; any party objecting thereto within thirty  
5 (30) days thereafter may file its objections with this Court,  
6 bringing the same on for hearing before said Court within  
7 sixty (60) days thereafter, or at such time as the Court may  
8 direct, after first having served said objection upon each  
9 party. The Court may affirm, modify, amend or overrule any  
10 such finding or determination of the Watermaster.  
11

12 XVIII  
13

14 Within thirty (30) days after the appointment of  
15 the Watermaster, each of the parties shall file with the  
16 Watermaster and serve on each party the name and address of  
17 the person to whom any notice, demand, request, objection or  
18 the submission of any budget and the annual report is to be  
19 made or given, and each of said parties may change the name  
20 and address of said person from time to time by filing said  
21 changed name and address with the Watermaster and by serving  
22 a copy thereof upon each of the parties hereto.

23 Any notice, demand, request, objection or the  
24 submission of a budget and the annual report required or  
25 authorized by this Judgment or said Agreement and amendment  
26 thereto to be given or made to or served upon any party or  
27 the Watermaster, shall be delivered or mailed by registered  
28 mail postage prepaid to the person so designated at the

LAW OFFICE OF  
BEST, BEST & KRIEGER  
4100 ORANGE STREET  
PORT OFICE BOX 1024  
RIVERSIDE, CALIFORNIA 92502

1 address last filed with the Watermaster. Such service by  
2 mailing shall be complete at the time of the deposit in the  
3 United States mail.

4 Notice of any other motion or proceeding herein may  
5 also be given by service upon the person and at the address  
6 filed with the Watermaster, in the manner designated in this,  
7 Paragraph, provided that certified or registered mail may be  
8 used. If any party or successor in interest has failed to  
9 make such filing with the Watermaster, notice may be mailed  
10 to the address which the Watermaster uses for such party or  
11 successor.

12  
13 XIX  
14

15 The agreement entered into by certain parties,  
16 entitled "Raymond Basin Area Water Exchange Agreement of 1943"  
17 and amendment thereto, a copy of which is attached hereto,  
18 and each and all of its terms and provisions be, and the same  
19 is and are hereby fully approved, and said Agreement and  
20 amendment thereto is hereby expressly made a part of this  
21 Judgment to the same purpose and effect as though said Agree-  
22 ment and amendment thereto were at this point fully herein  
23 written and set forth at length; provided, however, that  
24 California-Michigan Land and Water Company, Sunny Slope Water  
25 Company, and Ernest Crawford May, as Executor of the Last  
26 Will and Testament of Charles Houston Hastings, deceased, who  
27 are not parties to said Agreement or amendment thereto, shall  
28 not be bound by nor required to perform any of the provisions

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1030  
RIVERSIDE, CALIFORNIA 92502

1 thereof, nor pay any part of the cost of administering or  
2 enforcing said Agreement or amendment thereto; that the power  
3 of the Court is hereby expressly made to underlie all of the  
4 terms and provisions of said Agreement and amendment thereto  
5 and the enforcement thereof, and that the parties thereto,  
6 and each thereof, are hereby ordered to perform fully said  
7 Agreement and amendment thereto and all of its said terms and  
8 provisions.

9           No taking of water by any party under the provisions  
10 of said Agreement and amendment thereto concerning the release  
11 and receipt of water in any amount in excess of its decreed  
12 right to pump or otherwise take water from the ground in the  
13 Raymond Basin Area shall constitute a taking adverse to any  
14 other party; nor shall any party have the right to plead the  
15 statute of limitations or an estoppel against any other party  
16 by reason of its said taking of water in the Raymond Basin  
17 Area pursuant to a request for the release of water; nor  
18 shall such release of water by any party constitute a for-  
19 feiture or abandonment by such party of any part of its  
20 decreed right to water; nor shall such release in any wise  
21 constitute a waiver of such right, although such water, when  
22 released under the terms of said Agreement and amendment  
23 thereto, may be devoted to the public use of others; nor shall  
24 such release of water by any such party in any wise obligate  
25 any party so releasing to continue to release or furnish water  
26 to any other party or its successor in interest, or to the  
27 public generally, or to any part thereof, otherwise than as  
28 provided in Article IV of said Agreement and amendment thereto.

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1048  
RIVERSIDE, CALIFORNIA 92504

XX

In the event any party shall serve upon the parties and file with the Watermaster and with the Court a declaration of forfeiture or abandonment of its decreed right, or any part thereof, said party shall be relieved of the payment of further costs of administering the provisions of said Agreement and amendment thereto and enforcing this Judgment applicable to the right so forfeited or abandoned; provided that said relief from said further costs shall not become effective until the beginning of the next fiscal year for which a budget has not become final; and provided that said party making such forfeiture or abandonment shall pay to the Watermaster its proportion of such costs to the effective date of such relief from costs. The amount of water so abandoned or forfeited shall be available immediately for use by the parties in the proportions set forth in Paragraphs V and VI hereof, pending the time that any review shall have been made as provided for in Paragraph XXI hereof.

XXI

The Court hereby reserves jurisdiction and authority upon application of any party hereto, or upon its own motion, to review (1) its determination of the safe yield of either or both of said units of the Raymond Basin Area, or (2) the rights, in the aggregate, of all of the parties in either or both of said units as affected by the abandonment or forfeiture

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 ORANGE STREET  
PORT OFICIAL BOX 1029A  
RIVERSIDE, CALIFORNIA 92502

1 of any right, in whole or in part, decreed herein, and by the  
2 abandonment or forfeiture of any right by any other person or  
3 entity, and, in the event material change be found or any  
4 such abandonment or forfeiture be established, to adjudge  
5 that the decreed right of each party to pump or otherwise  
6 take water from the ground in the Raymond Basin Area shall be  
7 changed proportionately in the same manner as originally  
8 fixed herein; provided, however, that notice of such review  
9 shall be served on all parties at least thirty (30) days  
10 prior thereto and that the review of its determination of the  
11 safe yield of either or both of said units of the Raymond  
12 Basin Area shall be had not more frequently than at five (5)  
13 year intervals after the date hereof. Except as provided  
14 herein, and except as rights decreed herein may be abandoned  
15 or forfeited by nonuser, in whole or in part, each and every  
16 right decreed herein hereby is fixed as of the date hereof.  
17

18 XXII  
19

20 The Court hereby reserves jurisdiction and authority  
21 at any time, upon application of any party, the Watermaster,  
22 or upon its own motion, to make such modifications of, or  
23 such additions to, the provisions of this Judgment, or to  
24 make such further order or orders, as may be necessary or  
25 desirable for the adequate enforcement, protection or preserva-  
26 tion of the rights of the respective parties as declared in  
27 this Judgment or as provided in said Agreement and amendment  
28 thereto. The Court further reserves jurisdiction to make any

LAW OFFICES OF  
BEST, BEST & KRIEGER  
4200 GRAND STREET  
POST OFFICE BOX 1020  
RIVERSIDE, CALIFORNIA 92502

1 other and/or additional orders of sufficient kind and nature  
2 to protect the waters in said Raymond Basin Area or any  
3 portion thereof from contamination of the groundwater supply  
4 from cesspool effluent or surface waters.  
5

6 XXIII  
7

8 The defendant California-Michigan Land and Water  
9 Company is entitled to become a party to the Raymond Basin  
10 Area Water Exchange Agreement of 1934 and thereby become  
11 entitled to receive water upon the same terms and conditions  
12 provided in said Agreement with respect to the several parties  
13 thereto.  
14

15 XXIV  
16

17 The defendant Bradbury Estate Company, a corporation,  
18 and Eugene E. Bean be and they hereby are dismissed without  
19 costs.  
20

21 XXV  
22

23 None of the parties is entitled to recover its  
24 costs as against any other party.  
25

26 DATED: March 26, 1984

27 /s/ Robert M. Olson  
28 JUDGE OF THE SUPERIOR COURT



**APPENDIX C**  
**CITY OF ALHAMBRA LANDSCAPE ORDINANCE (O2M15-4682)**

**ORDINANCE NO. O2M15-4682**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALHAMBRA, CALIFORNIA, MODIFYING AND ENHANCING REGULATIONS RELATING TO LANDSCAPING BY REPEALING CHAPTERS 9.70, 15.26 AND 23.48, AND SECTION 22.52.030.15 OF THE ALHAMBRA MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 23.48 IN TITLE 23 ("ZONING") OF THE ALHAMBRA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF ALHAMBRA DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings. The City Council finds and determines as follows:

- A. The proposed changes to Title 23 of the Alhambra Municipal Code are necessary to adopt in order to conform to the State mandated Model Water Efficient Landscape Ordinance as required by Government Code Section 65595 and as published at the Title 23, California Code of Regulations 490 et seq.
- B. The proposed changes to Title 23 of the Alhambra Municipal Code are necessary to adopt in order to conform to Section 53087.7 of the Government Code.
- C. The updated Landscape Ordinance is consistent with the findings and declarations of the State Legislature and the City of Alhambra General Plan. The proposed changes to Title 23 of the Alhambra Municipal Code are necessary because the current landscape regulations are not as effective in conserving water and need to be replaced with more comprehensive regulations in order to comply with the State of California Mandate: Executive Order B-29-15.
- D. The proposed changes to Title 23 of the Alhambra Municipal Code will assist the City with the implementation of (1) increasing water use efficiency by promoting installation and maintenance of efficient irrigation systems and (2) encouraging the use of drought tolerant landscape materials and (3) reduce water waste that occurs from irrigation runoff and overspray, with no detrimental impact to the public interest arising therefrom.

SECTION 2: Chapters 9.70 ("Landscaping of Residential Yards") and 23.48("Landscape Standards") and Section 22.52.030.185 ("Planting of Cut and Fill Slopes") of the Alhambra Municipal Code are hereby repealed and deleted in their entirety; however, such repeal shall not affect or excuse any violation of said Chapter that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Chapter that occurred prior to the effective date of this Ordinance.

SECTION 3: A new Chapter 23.48 ("Landscape Standards") is hereby added to Title 23 ("Zoning") of the Alhambra Municipal Code to read as follows:

## CHAPTER 23.48: LANDSCAPING STANDARDS

### Section

23.48.010 Purpose

23.48.020 Definitions

23.48.030 Applicability of State Model Water Efficient Landscape Ordinance

23.48.040 Landscaping Requirements For Residential And Commercial Properties

23.48.050 Acceptable ground cover required

23.48.060 Landscape Plans

23.48.070 Unacceptable ground cover

23.48.080 Maintenance

23.48.090 Penalty

### 23.48.010 PURPOSE.

- A. Landscaping should be designed using elements pertaining to the form, horizontal and vertical lines, hardscape and softscape, and ornate qualities that are compatible with the primary structure. Visual openness and water efficiency shall be maintained. Special attention shall be given to selecting appropriate trees and plants that, at their maturity, will be in scale with the structure(s).
- B. To conform to the State mandated Model Water Efficient Landscape Ordinance as required by Government Code Section 65595 and as published at the Title 23, California Code of Regulations 490 et seq.

### 23.48.020 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ARTIFICIAL TURF:** a synthetically derived, natural grass substitute that may be used in lieu of natural turf, and must simulate the appearance of natural live grass, in a single-family residence and in the landscape areas of multi-family and non-residential properties. To be used, artificial turf must meet minimum standards for materials, installation and maintenance.



- a. **MATERIALS:** artificial turf must have a minimum eight-year no-fade warranty as issued by the manufacturer; be cut-pile infill, minimum pile height 1'- 2/3" inches and a maximum of 1'- 3/4" inches, with parallel long slit blades;
- i. The synthetic turf blades (not including the thatch layer) shall be required to contain at least two natural green colors.
  - ii. The turf must contain a beige or tan thatch layer.
  - iii. Be affixed to a permeable triple-layer backing and allow water to percolate through the synthetic grass at a drain rate of at least thirty inches per hour, to an adequate drainage system installed underneath the artificial turf to prevent run-off, pooling and flooding.
  - iv. The synthetic turf shall comply with all federal and state standards related to lead and heavy metal content.
  - v. The fill material shall be of silica sand or zeolite material that is brushed in to keep the blades upright and achieve a natural grass look. Any replacement fill shall be the same. The use of rubber crumb infill is prohibited.
  - vi. Must be constructed to maximize dimensional stability, resist damage during normal use and minimize UV degradation with a tear grab strength of at least 200 pounds. It must be resistant to staining, weather, insects, rot, mildew, and fungus and shall be non-allergenic and non-toxic and able to pass the pill burn test for flammability.
  - vii. The use of indoor/outdoor carpeting, and artificial shrubs, flowers, tress, and vines instead of natural plantings is prohibited.
- b. **INSTALLATION:** artificial turf must be installed pursuant to manufacturers requirements by a licensed professional with experience in the installation of artificial turf. In addition:
- i. Installation must include removal of all existing plant material and three inches of a compacted aggregate base that provides adequate drainage and ensure stability.
  - ii. The area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property. Artificial turf areas must be sufficiently drained to live planting areas to provide complete infiltration of runoff.
  - iii. Artificial turf must be permanently anchored over the entire coverage area with nails and glue, and all seams must be nailed, or sewn and glued so as to conceal the edges, with the grain pointing a single direction.
  - iv. All existing irrigation infrastructure in the covered area, including piping and sprinkler heads that are no longer used must be capped or removed and shall not be visible.

- v. Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.
  - vi. All efforts shall be made to protect existing trees and tree roots from damage during installation.
  - vii. Artificial turf may not be installed within a 5' diameter of the trunk of any landscape tree.
  - viii. Artificial turf is prohibited in all parkways.
- c. **MAINTENANCE:** artificial turf must be maintained in an attractive and clean, unfaded condition free of weeds, stains, debris, tears, holes, depressions, ruts, odors and looseness at edges and seams. Damaged or worn areas in the artificial turf surface must be repaired or removed and replaced in a manner that results in consistent appearance with the existing artificial turf. The artificial turf surface must be replaced once it is unable to be maintained as required. Vehicle parking on artificial turf is prohibited.

**AUTOMATIC IRRIGATION SYSTEM:** All landscaped areas shall be provided with an automatic irrigation system capable of complete coverage of the landscaped areas (head-to-head coverage). Water conservation techniques shall be incorporated into the design of the irrigation system and shall be designed to minimize run-off and other wasting of water. Projects are encouraged to incorporate gray water collection and reuse systems

**DECORATIVE HARDSCAPE:** materials used to enhance the landscape area which includes but are not limited to material such as cobble rock, decomposed granite in combination with binding material, brickwork, gravel, pavers, fountains, stamped concrete and pavers.

**DRIP IRRIGATION:** means any low volume irrigation system utilizing emission devices with a flow rate equal to or less than two gallons per hour.

**DROUGHT TOLERANT LANDSCAPING:** means a variety of native plants and landscaping alternatives, including the installation of synthetic grass or artificial turf.

**FRONT SETBACK:** means the distance between the public street right-of-way line and the front line of a building or any projection thereof, excluding uncovered steps.

**HARDSCAPES:** Any durable material or feature (pervious and non-pervious) installed in or around a landscaped area, such as pavements or walls.

**LANDSCAPE PLANS:** refers to the planting, irrigation and hardscape plans designed and prepared by a landscape designer or a landscape architect, who indicates the type, size and location of vegetative and accent material proposed for the landscaping of a site including all irrigation and other devices necessary to maintain such landscaping.

**NON-PERVIOUS:** Any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.



**PARKWAY:** means a portion of a street right-of-way, between the back of the curb line and the lot line, which is used or is available for use for landscaping, utilities and /or sidewalks.

**PERVIOUS:** Any surface or material that allows the passage of water through the material and into the underlying soil.

**TURF:** A ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass. Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass. Zoysiagrass, and Buffalo grass are warm-season grasses.

#### **23.48.030 APPLICABILITY OF STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.**

All projects that require landscape and irrigation plan review as required by the Model Water Efficient Landscape Ordinance shall comply with 23 California Code of Regulations 490, et seq. Applicants for such projects shall submit landscape and irrigation plans compliant with the Model Water Efficiency Landscape Ordinance for approval by the Design Review Board.

#### **23.48.040 LANDSCAPING REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL PROPERTIES**

All residential and commercial landscaping abutting a public or private street which are not otherwise subject to Section 23.48.030 are still required to comply with the following sections of this Chapter: Sections 23.48.050, 23.48.070 and 23.48.080.

#### **23.48.050 ACCEPTABLE GROUND COVER REQUIREMENTS.**

##### **A. Residential:**

Drought tolerant landscape materials shall be the primary materials used. No more than 25 percent of the front yard setback area shall be covered by non-decorative hardscape features (e.g. concrete, asphalt, gravel, driveways, sidewalks, etc.) No more than 25 percent may be covered by decorative permeable hardscape features (e.g., brick, stone, mulch, water feature, etc.). The remaining 50 percent front yard setback area, must be of drought tolerant landscape material and an automatic irrigation system shall be required for the front and street side yard landscape area(s). In the event that the original driveway exceeds 50 percent of the front yard setback, no additional hardscape shall be permitted.

1. With the exception of slopes of three feet or greater vertical height (which shall be planted and irrigated with an automatic irrigation system), rear yard areas, and side yard areas located behind a wall or solid fence, are not required to be landscaped.

B. Parkways:

Live plant materials shall be the primary materials used. No more than 25 percent of the parkway area shall be covered by non-decorative hardscape features (e.g. concrete, asphalt, gravel, sidewalks, etc.) No more than 25 percent may be covered by decorative permeable hardscape features (e.g., brick, mulch, etc.). The remaining 50 percent of the parkway area must be of live plant material which shall not exceed 36 inches in height and an automatic irrigation system shall be required for the parkway area(s). Loose decorative stone and sharp or thorned plant material are discouraged. Artificial turf is not allowed in parkways.

C. Commercial:

If a setback fronting on a public right-of-way (excluding alley ways) exists, no more than 75 percent of the setback area shall be covered by hardscape features (e.g. concrete, asphalt, gravel, driveways, sidewalks, etc.) The remaining 25 percent, must be drought tolerant landscape material and an automatic irrigation system shall be required.

23.48.060 LANDSCAPE PLANS

A. Plans and specifications for landscaping, irrigation systems, tree preservation and slope planting for erosion control shall reflect use of the following:

1. Planting materials of a type, size and placement compatible with the project and surrounding land uses;
2. Sound soil-preparation and planting practices.

B. All landscape plans that are submitted to the City shall include the following:

1. For new multiple-family residential developments:
  - a. A minimum of one different plant type per 1,000 square feet of lot area shall be provided, up to a maximum of ten different plant types;
  - b. A minimum of one 24-inch box tree per 50 feet of street frontage(s) shall be provided. The box trees shall be located in the yard(s) that front upon a street;
2. The plant materials incorporated into the plan shall be of the type that are well-suited to the City's climate zone;
3. The plant materials incorporated into the plan are encouraged to be drought-tolerant;



4. Residential projects shall have a diversity of plant material incorporated into the plan.
  5. On all multiple-family residential projects, landscaping shall be installed at the driveway level between the garages. Such landscaping shall not interfere with the required turning radius.
- C. All landscaped areas shall be served by a permanent automatic irrigation system such as the following:
1. Automatic controllers. Automatic control systems shall be required for all irrigation systems and shall be able to accommodate all aspects of the design.
  2. Drip Irrigation / Xerigation. The use of drip irrigation shall be considered whenever appropriate.
  3. Plant groupings. Plants that require different amounts of water shall be irrigated by separate valves. If one valve is used for a given area, only plants with similar water use shall be used in that area. Anti-drain (check) valves shall be installed at strategic points to prevent low-head drainage.
  4. Sprinkler heads. Heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.
  5. Rain-sensing devices. Rain sensing override devices shall be required for any project with a landscaped area greater than 10,000 square feet.
  6. Moisture-sensing devices. Soil moisture sensing devices shall be required for any project with a landscaped area greater than 10,000 square feet.
- D. All landscaping and planter areas shall be installed consistent with the approved landscaping plan, prior to the permit final.
- E. Slopes shall be planted with hardy, well-adapted and drought-resistant plants. Rooted cuttings of permanent groundcover plants shall be planted. Wherever land has been cut or filled as part of the development of hillside areas, slopes exceeding a grade of one foot in the vertical direction to three feet in the horizontal direction (3:1 slope) or which exceed three feet in height, shall be planted with approved landscape material and maintaining for purposes of retaining the slope from erosion or movement.



- F. All new, non-residential development proposals shall be accompanied by a landscape plan which unifies the building, building entry and trees required in paragraph (I) of this Section.
- G. All new, non-residential developments shall provide one 36-inch box tree per 50 feet of street frontage. The trees shall be located in the front setback with a suggested spacing of intervals between 40 and 50 feet. The type of tree shall be approved by the Design Review Board.

#### 23.48.070 UNACCEPTABLE GROUND COVER.

Concrete, asphalt, or similar materials, or any other solid, continuous covering is not an acceptable ground cover. Bare dirt front yards and street side yards are strictly prohibited under the provisions of this chapter.

#### 23.48.080 MAINTENANCE.

Landscape abutting streets must be maintained in such a way as to keep all plant life alive, thriving and displaying its natural colors and shall be properly trimmed and cut. Inert matter, such as, gravel, decorative stone, or other acceptable ground covers not consisting of live vegetation, shall be kept neat, well-ordered and clear of the public right of way. Overgrown weeds, dead or dying plant material shall be replaced.

#### 23.48.090 PENALTY.

Notwithstanding any other provision of the Alhambra Municipal Code to the contrary, any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is in violation of the Alhambra Municipal Code.

SECTION 4. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15307 (actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for the protection of the environment) and Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be

declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

SECTION 6. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and publish in accordance with law.

PASSED, APPROVED, AND ADOPTED this 11<sup>th</sup> day of January, 2016.

ATTEST:

  
\_\_\_\_\_  
LAUREN MYLES, City Clerk  
\_\_\_\_\_  
LUIS AYALA, Mayor

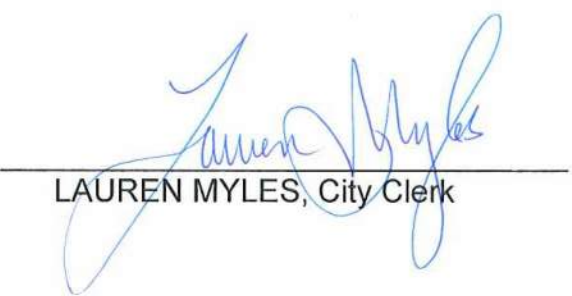
APPROVED AS TO FORM

  
\_\_\_\_\_  
JOSEPH M. MONTES, City Attorney

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF ALHAMBRA            )

I, Lauren Myles, City Clerk of the City of Alhambra, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. O2M15-4682 was adopted by the City Council of the City of Alhambra at a regular meeting of said Council held on the 11<sup>th</sup> day of January 2016, by the following vote:

AYES:       SHAM, MESSINA, YAMAUCHI, PLACIDO, AYALA  
NOES:       NONE  
ABSENT:     NONE

  
\_\_\_\_\_  
LAUREN MYLES, City Clerk