Appendix M. Water Supply Assessment

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Water Supply Assessment for the Brea Focused General Plan Update and Brea Core Specific Plan

February 2026

City of BREA

Harris & Associates

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ACRONYMS AND ABBREVIATIONS

AFY	Acre Feet per Year
BCSP	Brea Core Specific Plan
GPU	General Plan Update
CEQA	California Environmental Quality Act
CITY	City of Brea
CDWC	California Domestic Water Company
CWC	California Water Code
DU	Dwelling Unit
DWR	California Department of Water Resources
GPCD	Gallons per capita per day
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
IRP	Integrated Water Resources Plan
MAFY	Million Acre Feet per Year
MET/MWD	Metropolitan Water District of Southern California
MFR	Multi-Family Residential
MG	Million Gallons
MGD	Million Gallons per Day
MWDOC	Metropolitan Water District of Orange County
SFR	Single Family Residential
SGMA	Sustainable Groundwater Management Act
SB 221	Senate Bill 221 (Chapter 642, Statues of 2001)
SB 610	Senate Bill 610 (Chapter 643, Statues of 2001)
SOI	Sphere of Influence
SQ FT	Square Feet
SWP	State Water Project
UWMP	Urban Water Management Plan
WSA	Water Supply Assessment
WSCP	Water Shortage Contingency Plan

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1 INTRODUCTION

The City of Brea (City) is preparing the Brea 2050: Focused General Plan Update (Focused GPU) and the Brea Core Specific Plan (BCSP). The Focused GPU includes a focused update to, and implementation of, the 2003 Brea General Plan, specifically the Community Development (land use, circulation, economic development), Community Resources (open space), Community Services (recreation, education, cultural arts), and Public Safety chapters, with an emphasis on the land use and circulation components.

The project also includes a new specific plan, the BCSP, which would implement the values identified in the 2017 Brea Envisions, along with the goals, policies, and recommendations of the 2020 Core Active Transportation Plan. The BCSP would establish land uses, provide mobility recommendations and streetscape improvements, propose infrastructure upgrades to support proposed development, and outline implementation strategies for the BCSP area (identified as the Brea Core Study *Area* in Figure 2).

This Water Supply Assessment (WSA) addresses both the Focused GPU and the BCSP. The BCSP is a subset of the Focused GPU (i.e., it is included in the Focused GPU total figures). The Focused GPU is expected to be included in the 2025 Urban Water Management Plan. The Focused GPU includes 2,225 new residential units and 171 additional acres of commercial, industrial and public development, as shown in Table 1. The BCSP includes 160 new residential units and 27 acres of new commercial, industrial and public development. These totals differ from the total new units and square footage referenced elsewhere in the Program Environmental Impact Report (PEIR). In order to develop a reasonable estimate of water usage associated with development, this report used net new number of units for residential and net new acreage for commercial, industrial and public spaces. Please see Table 1 and Table 2 for a reconciliation to the PEIR. In these tables, the figures used as a basis for water demand estimates are highlighted in blue.

To meet its constituents' water demands, the City of Brea primarily uses groundwater and, to a much lesser extent, surface water. In 2024, City water demand was 8,995 acre feet per year (AFY). The Focused GPU projects an increase in water demand of 1,038 AFY at full build-out of the plan. The BCSP projects an increase of 84 AFY. The BCSP is a subset of the Focused GPU so these figures are not additive.

This WSA finds that there is sufficient water supply to support the Focused GPU, including the BCSP.

TABLE 1: BREA FOCUSED GENERAL PLAN UPDATE

	Residential		Nonresidential SF		Residential	Nonresidential	
	Existing	Proposed	Existing	Proposed	Net New Units	Net New SF	Net New Acreage
Single Family Residential	**9,026**	**11,193**	30,791	1,072,150	**2,167**	1,041,359	24
Multifamily Residential	**6,609**	**6,667**	0	583,044	**58**	583,044	13
Commercial	29	4,332	**5,484,018**	**7,946,844**	4,303	**2,462,826**	**57**
Industrial	0	412	**15,887,605**	**20,400,537**	412	**4,512,932**	**104**
Public	3	256	**0**	**420,428**	253	**420,428**	**10**
Open	678	876	78,000	164,190	198	86,190	2
TOTAL	16,345	23,736	21,480,414	30,587,193	7,391	9,106,779	173
Total Used for Water Demand Estimates	**15,635**	**17,860**	**21,371,623**	**28,767,809**	**2,225**	**7,396,186**	**171**

TABLE 2: BREA CORE SPECIFIC PLAN

	Units		Nonresidential SF		Residential	Nonresidential	
	Existing	Proposed Plan	Existing	Proposed Plan	Net New Units	Net New SF	Net New Acreage
Single Family Residential	**731**	**869**	0	7,521	**138**	7,521	0
Multifamily Residential	**659**	**681**	0	26,029	**22**	26,029	1
Commercial	27	2,824	**2,984,414**	**3,890,829**	2,797	**906,415**	**21**
Industrial	0	13	**2,051,448**	**2,220,784**	13	**169,336**	**4**
Public	0	167	**0**	**70,238**	167	**70,238**	**2**
Open	0	198	**78,001**	**164,187**	198	86,186	2
TOTAL	1,417	4,752	5,113,863	6,379,588	3,335	1,265,725	30
Total Used for Water Demand Estimates	**1,390**	**1,550**	**5,035,862**	**6,346,038**	**160**	**1,145,989**	**27**

1.1 REGULATORY FRAMEWORK

Several bills enacted in 2001 address the marriage of land use planning and water supply planning. Key among these were Senate Bill 610 (SB 610), which amended Water Code section 10910 *et seq*., and Senate Bill 221 (SB 221), which added Government Code section 66473.7. Both bills, which took effect January 1, 2002, require that specific information about water availability be presented and considered by cities in connection with certain large projects.

The public water system that serves the area described by the project is the City of Brea, Public Water System #CA3010002.

This report serves as the WSA for the BCSP to meet the California Water and Government Code requirements.

1.1.1 SB 610

SB 610 requires that any city or county that determines that a project is subject to the California Environmental Quality Act (CEQA) under section 21080 of the Public Resources Code shall prepare a Water Supply Assessment (WSA) to determine the sufficiency of water supply to meet water demand during normal, single dry, and multiple dry water years over a 20-year projection period. The Focused GPU/BCSP includes more than 500 dwelling units; as such, the City has determined that it is a project subject to CEQA.

1.1.2 SB 221

SB 221 requires that proposed subdivisions adding more than 500 dwelling units must also receive written verification of the available water supply from the project's water supplier. The Focused GPU and BCSP do not involve the creation of a subdivision or a subdivision tract map, so no written verification is required to be provided to a developer.

1.2 SOURCES OF DATA

The following sources of data were utilized in developing this report:

- Basin 8-1 Alternative: Orange County Water District, City of La Habra, and Irvine Ranch Water District. January 1, 2017
- Brea 2020 Urban Water Management Plan. June 2021.
- Brea 265 Water Supply Assessment, May 2022
- Focused GPU Brea Parcels Buildout Draft database, July 21, 2025.
- California Department of Public Health's Orange County Climate Change and Health Profile Report, February 2017.
- City of Brea 2021 Water Master Plan, May 2021.

- City of La Habra Notice to Become a Groundwater Sustainability Agency. January 20, 2016.
- Main San Gabriel Basin Watermaster Report on Final Determination of Operating Safe Yield for 2024-25 through 2028-29. May 1, 2024.
- Metropolitan Water District of Southern California Urban Water Management Plan. June 2021.
- Upper San Gabriel Valley Municipal Water District, Plaintiff, vs. City of Alhambra, et al, Defendants (Amended Judgment). June 21, 2012.

1.3 CITY OF BREA PUBLIC WATER SYSTEM

The City is located in northern Orange County between the City of La Habra on the west, City of Fullerton on the southwest, the City of Yorba Linda on the southeast and the County of Los Angeles on the north and encompasses an area of approximately 12.1 square miles (Figure 1).

The City's Water Division is responsible for the City's potable water system, including backflow prevention and water quality issues. As shown in Figure 1, the Water Division serves all the City's area, with the following exceptions:

- The City serves one residence on Vesuvius Drive and nine residences on Spurr Circle within the Vesuvius tract.

- The remainder of residences in the Vesuvius Tract are served by Yorba Linda Water District.

The City's water service area population was 45,629 in 2020 according to its 2020 UWMP.

The City's distribution system consists of 217 miles of pipeline and seven storage reservoirs with a combined storage capacity of 69.5 million gallons (MG). The system also includes five booster pump stations with a total pumping capacity of approximately 14,800 gallons per minute (gpm), 18 pressure zones, 97 pressure reducing stations to regulate 18 pressure zones, an irrigation well, a total of 4 connections with MWD and CDWC, and 5 emergency interconnections.

In 2024, the City served 12,946 municipal connections that supplied 8,995 acre feet (AF) of water. The City also manages an irrigation well located at the Brea Creek Golf Course that pumps up to 450 gpm to serve the golf course.

1.4 PROJECT OVERVIEW

The Focused GPU includes a focused update to, and implementation of, the 2003 Brea General Plan, specifically the Community Development (land use, circulation, economic development), Community Resources (open space), Community Services (recreation, education, cultural arts), and Public Safety chapters, with an emphasis on the land use and circulation components.

The project also includes a new specific plan, the BCSP, which would implement the values identified in the 2017 Brea Envisions, along with the goals, policies, and recommendations of the 2020 Core Active Transportation Plan. The BCSP would establish land uses, provide mobility recommendations and streetscape improvements, propose infrastructure upgrades to support proposed development, and outline implementation strategies for the BCSP area (identified as the Brea Core Study *Area* in Figure 2). For the purposes of this WSA, the BCSP includes a total of 1,550 residential units and 6,346,038 square feet of non-residential uses within the BCSP area.

This WSA addresses both the Focused GPU and the BCSP. The BCSP is a subset of the Focused GPU (i.e., it is included in the Focused GPU total figures). The Focused GPU is expected to be included in the 2025 UWMP.

1.5 CITY OF BREA 2020 URBAN WATER MANAGEMENT PLAN

The City updates its Urban Water Management Plan (UWMP) every 5 years. The latest plan is the 2020 City of Brea UWMP.

The UWMP provides information on present and future water demand and supplies and assesses the City's water resource reliability over the next 25 years. It also acts as a guide to maintain efficient use of urban water supplies, promote conservation programs and policies, and proactively plan and update the City's strategies to address potential water shortages and drought conditions.

The UWMP addresses water-planning fundamentals by:

- Preparing a detailed look at current and future water use, including assessing baseline data and examining other long-term planning documents for the region.
- Analyzing potable and non-potable water supplies, reviewing water rights and contracts, ascertaining restrictions on water availability under certain regulatory and hydrological conditions, and assessing seismic risk to various water system facilities.
- Reviewing the range of potential impacts of climate change on water demand and supply.
- Analyzing water supply reliability by integrating the water use analyses with the water supply analyses to provide a water service reliability picture under normal

conditions, single dry-year conditions, and 5 consecutive dry-years through the year 2045.
- Preparing a Drought Risk Assessment by including integrated water supplies and projected water use in a hypothetical 5-year drought condition.
- Developing a Water Shortage Contingency Plan (WSCP) that specifies opportunities to reduce demand and augment supplies under numerous water shortage conditions.

The UWMP includes general growth rates for commercial, industrial, and public water connections. However, these growth rates do not correspond to the GPU so a full water supply assessment is included herein.

2 WATER DEMAND

2.1 HISTORICAL WATER DEMAND

In 2024, water demand in the City totaled 8,995 acre feet. Historical demand for 2020-2024 is provided in Table 3 below. Note that beginning in 2022, the State of California allowed Urban Water Suppliers to combine reporting for Commercial, Industrial and Institutional/Governmental water into one category, CII. Therefore, no breakdown for those categories is available after 2021.

TABLE 3: WATER DEMAND, 2020-2024

Acre-Feet / Year (AFY)	2020	2021	2022	2023	2024
SFR	3,627	3,957	3,539	3,201	3,432
MFR	1,048	1,169	1,133	1,163	1,166
CII*	0	0	2,938	2,372	2,369
Commercial	1,041	2,168		0	0
Industrial	733	738		0	0
Institutional/Governmental	848	0		0	0
Landscape -- Potable	1,280	1,520	1,524	1,305	1,465
Losses	462	213	387	339	474
Landscape -- La Habra	92	0	107	98	89
Total	**9,131**	**9,765**	**9,628**	**8,478**	**8,995**

*Starting in 2022, the State allowed the cities to combine reporting for Commercial, Industrial and Institutional/Governmental water into one category, CII. No breakdown for those categories is available after 2021.

2.2 WATER DEMAND IN AVERAGE AND DRY YEARS

Based on the 2020 UWMP, fiscal year (FY) 2017-2018 and 2018-2019 represent average water use years. The UWMP does not provide usage for these fiscal years; however, it does provide Water Loss Reports for calendar years 2017-2019. These reports indicate authorized usage (excluding water losses) as shown in Table 4 below. Average water use was 8,902 AFY. This figure is very close to water demand in 2024. Therefore, 2024 water demand of 8,995 AFY was considered an Average Year Demand.

TABLE 4: ANNUAL DEMAND 2017-2019 (AFY)

2017	2018	2019	Average
8,587	9,379	8,740	8,902

The UWMP indicates that water demand increases 6% over the average year in a single dry year. This increase holds steady over five consecutive dry years; that is, in the second dry year, demand increases 6% over the average year and similarly for the third, fourth and fifth consecutive dry years. Therefore, average water use in dry years is 106% of the average year, or 9,436 AFY.

2.3 PROJECTED GROWTH

The Brea Parcels Buildout Draft spreadsheet included extensive data on each parcel in the City. This database was used to develop estimates of changes in water demand associated with full build out of both the Focused GPU and the BCSP. Data analyzed for each parcel included:

- Current General Plan zoning designation
- Planned General Plan Update zoning designation
- SCAG designation
- Number of units – existing and planned
- Square footage – existing and planned

Each parcel was assigned one of the user-types below:

- SFR
- MFR
- Commercial
- Industrial
- Public/Governmental: Includes government facilities, fire stations, public schools, religious facilities, and utilities
- Open Space

User types were summarized and assessed for new growth. The results of this analysis are presented in Table 5 and Table 6 below. Under the Focused GPU, at full build out there are 2,225 new residential units and 171 additional acres of commercial, industrial, and public space. For the BCSP, full build-out represents 160 new residential units and 27 acres of new commercial, industrial, and public space.

TABLE 5: GROWTH AT FULL BUILD OUT, BREA FOCUSED GENERAL PLAN UPDATE

	Net New Units	Net New Acreage
SFR	2,167	
MFR	58	
Comm		57
Industrial		104
Public		10
TOTAL	**2,225**	**171**

TABLE 6: GROWTH AT FULL BUILD-OUT, BREA CORE SPECIFIC AREA

	Net New Units	Net New Acreage
SFR	138	
MFR	22	
Comm		21
Industrial		4
Public		2
TOTAL	**160**	**27**

2.4 DUTY FACTORS

Each user-type was assigned an estimated water demand (duty factor) based on either units (for residential) or square footage.

Table 7 presents duty factors for each user-type. These results are for an "average" water year type. Duty factors are discussed in more detail in the following sections.

TABLE 7: WATER DUTY FACTORS

User-Type	Gallon / Day / Unit	AFY/ Unit	AFY / Acre	Source
SFR	339	0.38		Estimated (see section 2.4.1)
MFR	157	0.18		Estimated (see section 2.4.1)
Commercial			0.96	City of Brea 2021 Water Master Plan
Industrial			1.31	City of Brea 2021 Water Master Plan
Public			1.34	City of Brea 2021 Water Master Plan

2.4.1 RESIDENTIAL

In order to develop duty factors by residential unit, 2024 annual demand (water sold) for SFR and MFR was divided by the number of dwelling units for each. The number of units is per the General Plan. This resulted in 339 gallons/unit per day for SFR and 157 gallons/unit/day for MFR (Table 8).

TABLE 8: RESIDENTIAL DUTY FACTORS

Use Type	2024 Demand (AFY)	Dwelling Units	Annual Water Use/Unit (Gal/Day)
SFR	3,432	9,026	339
MFR	1,166	6,609	157

2.4.2 COMMERCIAL, INDUSTRIAL, AND PUBLIC

Duty factors for Commercial, Industrial, and Schools, as described in the City of Brea 2021 Water Master Plan's duty factors, were used for the WSA analysis (Table 9).

The Water Master Plan did not break out demand factors for any category of public/governmental except for schools. The Public user-type in this WSA primarily includes schools but also includes utilities and religious facilities; the latter were included in the Public category because duty factors are similar.

TABLE 9: COMMERCIAL, INDUSTRIAL, AND PUBLIC DUTY FACTORS

User-Type	Duty Factor (AFY/Acre)
Commercial	0.96
Industrial	1.31
Public (Schools)	1.34

2.5 INCREMENTAL WATER DEMAND

Based on the above analysis, the Brea Focused General Plan Update results in an estimated net new water demand of 1,038 AFY (Table 10). The Brea Core Specific Area results in net new water demand of 84 AFY (Table 11).

TABLE 10: NET NEW WATER USE, BREA FOCUSED GENERAL PLAN UPDATE

	Net New Units	Net New Acreage	Duty Factor (Gal / Unit / Day)	Duty Factor (AFY/Unit)	Duty Factor (AFY/ac)	Net New Water Use (AFY)
SFR	2,167		339	0.380		824
MFR	58		157	0.180		10
Commercial		57			0.96	55
Industrial		104			1.31	136
Public		10			1.34	13
TOTAL	**2,225**	**171**				**1,038**

TABLE 11: NET NEW WATER USE, BREA CORE SPECIFIC AREA

	Net New Units	Net New Acreage	Duty Factor (Gal / Unit / Day)	Duty Factor (AFY/Unit)	Duty Factor (AFY/ac)	Net New Water Use (AFY)
SFR	138		339	0.380		52
MFR	22		157	0.180		4
Commercial		21			0.96	20
Industrial		4			1.31	5
Public		2			1.34	3
TOTAL	**160**	**27**				**84**

2.6 TOTAL WATER DEMAND

Table 12 depicts projected water use in average water year types for 2025–2050. The table shows water use associated with the full buildout of the GPU by 2030 because there is no scheduled estimate for development. In reality, full buildout is unlikely to occur even after the 20-year horizon. Thus, this WSA gives a very conservative estimate of water usage associated with the GPU.

TABLE 12: BREA PROJECTED ANNUAL WATER DEMAND IN AVERAGE WATER YEAR WITH FULL BUILD-OUT OF BREA FOCUSED GENERAL PLAN UPDATE (AFY)

AFY	2025	2030	2035	2040	2045	2050
Existing Demand	8,995	8,995	8,995	8,995	8,995	8,995
Focused GPU Incremental Demand	n/a	1,038	1,038	1,038	1,038	1,038
Total Water Demand	**8,995**	**10,033**	**10,033**	**10,033**	**10,033**	**10,033**

2.7 CLIMATE CHANGE

California's water resources are increasingly influenced by climate variability, including more frequent droughts, shifting precipitation patterns, and higher temperatures. California experiences some of the highest precipitation variability in the United States, which has direct implications for long-term water reliability. According to Section 8.1 of the City of Brea's 2020 UWMP, water shortages may arise from "water supply quality changes, climate change, drought, and catastrophic events," and the City's water-supply planning framework is explicitly designed to respond to these climate-driven conditions. The UWMP emphasizes that proactive planning, rather than reactive management, is essential for ensuring reliable service during extended dry periods.

Regional statewide assessments also highlight climate-related vulnerabilities specific to Orange County, California. According to the California Department of Public Health's Orange County Climate Change and Health Profile Report (2017), the region is expected to experience higher average temperatures, projected to rise between 1°F and 2.3°F in the next few decades, along with increased frequency of extreme-heat days. The report also identifies heightened wildfire risk, particularly in the northern and foothill portions of Orange County, and notes that drought conditions are likely to intensify, stressing local water supplies, reducing water quality, and increasing demand. These shifts have implications for both water supply reliability and long-term water-use behavior within the City of Brea.

To address these climate-driven risks, the City maintains a robust Water Shortage Contingency Plan (WSCP), which outlines six standardized shortage levels and corresponding conservation actions. The WSCP also requires an Annual Water Supply and Demand Assessment that evaluates hydrologic conditions and supply availability each year to determine whether a shortage level should be activated. These tools,

combined with the City's broad conservation portfolio, position Brea to better manage the long-term impacts of climate change on its water supply.

2.8 DEMAND MANAGEMENT

The City of Brea demonstrates a strong, long-standing commitment to the efficient and sustainable use of its water supplies. This commitment is reflected in the City's comprehensive suite of demand management measures, coordinated closely with the Municipal Water District of Orange County (MWDOC). Together, the City and MWDOC implement a broad portfolio of programs aimed at reducing potable water use, improving system efficiency, educating customers, and promoting long-term conservation. These measures include permanent water-waste prevention ordinances, full metering of all customer classes, conservation-oriented rate structures, multilingual public education and outreach, distribution system loss control, dedicated staffing for conservation program administration, and a wide range of residential, commercial/industrial/institutional (CII), and landscape-focused rebate and efficiency programs. These efforts collectively support Brea's ethos of responsible water stewardship and the City's commitment to long-term resource reliability.

The City's water conservation framework is further supported by its Water Shortage Contingency Plan (WSCP), which provides staged response actions to address drought conditions, supply interruptions, or other water emergencies. Table 8-1 of the WSCP defines six incremental shortage levels, each with progressively higher conservation requirements and targeted demand-reduction actions. It also defines the City's procedures for monitoring supply conditions, evaluating reliability risks, enforcing conservation measures, and coordinating public communication. In accordance with State requirements, the City prepares an Annual Water Supply and Demand Assessment, which evaluates current-year demand trends, available supplies, and the necessity of activating any WSCP shortage levels. These planning and monitoring tools ensure that the City can respond rapidly and effectively to evolving supply conditions while maintaining reliable service to its customers.

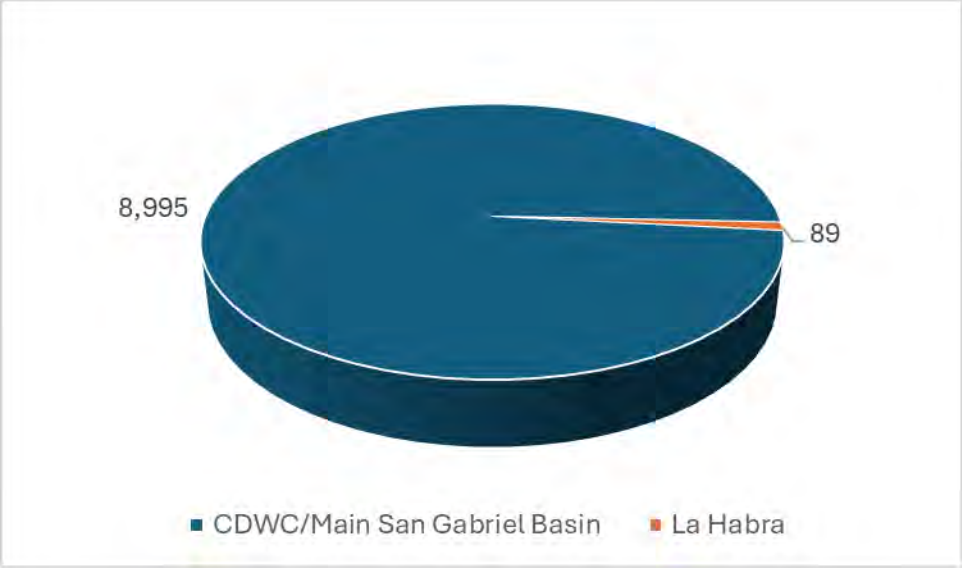
Brea's long-term demand reduction efforts have been successful and measurable. Historical water-use data from the City's Urban Water Management Plan (UWMP) demonstrates a steady downward trend in per-capita consumption. In 2007 (the baseline year used for State conservation targets) the City's potable water use averaged 221 gallons per capita per day (GPCD). By 2020, that figure had declined to 179 GPCD, reflecting the cumulative impact of the City's conservation ordinances, outreach efforts, incentive programs, pricing structure, and indoor/outdoor efficiency initiatives. The demand projections used throughout this Water Supply Assessment assume that the City and its customers will continue practicing these efficient water-use behaviors, supported by ongoing participation in MWDOC programs and adherence to the City's conservation policies.

3 WATER SUPPLY

The City's water supply includes imported groundwater and surface water, as well as its own groundwater supply. The City is physically located above the La Habra Groundwater Basin, but imports most of its water from the adjacent Main San Gabriel Basin, provided by California Domestic Water Company (CDWC). The City also extracts local groundwater from the La Habra Groundwater Basin (Basin). As needed, the City may import surface water from the Colorado River and State Water Project (SWP) provided by Metropolitan Water District of Southern California (MWD) via Metropolitan Water District of Orange County (MWDOC).

Ninety-nine percent of the City's water is from the CDWC, which provides water from the Main San Gabriel Basin. The City also pumps groundwater from the La Habra Groundwater Basin, which provides non-potable water from one well for agricultural purposes only. According to the 2020 UWMP, the reasonable available volume of CDWC water is 9,000 AFY. If the City requires additional potable water, it is sourced from MWD. Assumed water sources for 2024 are shown in Figure 3.

FIGURE 3: 2024 WATER SOURCES



3.1 MAIN SAN GABRIEL BASIN

The Main San Gabriel Basin lies in eastern Los Angeles County and occupies most of San Gabriel Valley. The hydrologic basin or watershed coincides with a portion of the upper San Gabriel River watershed, and the aquifer or groundwater basin underlies most of the San Gabriel Valley (Figure 4). It is bounded on the north by the San Gabriel Mountains, on the northwest by Raymond Basin, on the southeast by Puente Basin, and on the south by Central Basin. The Main San Gabriel Basin encompasses approximately

107,000 acres and has a storage of 8.9 million acre feet when the groundwater elevation at the Baldwin Park Key Well is 316 feet. Generally speaking, one foot of groundwater elevation is equivalent to approximately 8,000 AF of storage.

The basin was first adjudicated in 1972. The judgment was amended numerous times, with the most recent occurring in 2012 (see Appendix 1). Under the judgment, The CDWC has Producer rights.

CDWC, a mutual water company, provides groundwater from the Main San Gabriel Basin to each of its member agencies who own and/or lease stock in the company. There are two classes of entitlement with CDWC, which translate to different water allotments: “common stock entitlement” and “other entitlement.” As of 2020, the City owns approximately 2,208 and leases another 188 common stock entitlements, which translates to an entitlement allotment of approximately 3,475 AFY. As for other entitlements, the City owns approximately 2,189 shares, which translates to approximately 1,663 AFY (City of Brea, 2021). The City is able to lease additional shares of CDWC stock from member agencies that do not use their maximum allotted amount.

The City receives water from CDWC through three metered connections. Each connection is gravity fed and comes from one of two CDWC hydraulic lift systems.

Each CDWC member agency receives a prescribed entitlement to water based upon the number of shares owned and the safe yield of the Main San Gabriel Basin. The member agency entitlement criterion per share varies year by year, based on CDWC’s allotted percentage and the Basin Operating Safe Yield (OSY) of the Main San Gabriel Basin. As such, there is not a permanent limit or cap on the amount of water CDWC can produce from the Basin. CDWC owns approximately 12,363 AF of prescriptive pumping rights in the Main San Gabriel Basin. Prescriptive pumping rights are adjusted based on the determination of the OSY annually. Based on the Main San Gabriel Basin Watermaster Report on FY 2024-25 Operating Safe Yield (OSY) being set at 160,000 AF, CDWC’s prescriptive pumping rights total approximately 10,018 F. Currently, this is the amount of groundwater CDWC can produce from the Basin before incurring replacement water assessments. The OSY is determined annually by the Main San Gabriel Basin Watermaster, the agency created by the Main San Gabriel Judgment to manage the Main San Gabriel Basin. Agencies that use water beyond their share of entitlement must pay a surcharge levied by CDWC.

Main San Gabriel Basin replenishes supplies through surface water delivered by Metropolitan Water District of Southern California (MWD).

3.2 METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

MWD was formed in the late 1920's. Collectively, charter members recognized the limited water supplies available within the region and realized that continued prosperity and economic development of Southern California depended upon the acquisition and

careful management of an adequate supplemental water supply. This foresight made the continued development of Southern California possible.

MWD acquires water from Northern California via the State Water Project (SWP) and from the Colorado River to supply water to most of Southern California. As a wholesaler, MWD has no retail customers and distributes treated and untreated water directly to its 26 member agencies.

MWD's 2020 UWMP finds that it can meet full-service demands of its member agencies from 2020 through 2045 during normal years, a single dry year, and multiple dry years (Table 13). Its UWMP was developed as part of the 2020 Integrated Water Resources Plan (IRP) planning process. The IRP represents MWD's comprehensive blueprint for long-term water reliability, including key supply development and water use efficiency goals. The foundation of MWD's resource strategy for achieving regional water supply reliability has been to develop and implement water resources programs and activities through its IRP preferred resource mix. This preferred resource mix includes conservation, local resources such as water recycling and groundwater recovery, Colorado River supplies and transfers, SWP supplies and transfers, in-region surface reservoir storage, in-region groundwater storage, out-of-region banking, and treatment, conveyance, and infrastructure improvements.

TABLE 13: MWD SUPPLY AND DEMAND (SOURCE: MWD 2020 UWMP)

(AFY)	2025	2030	2035	2040	2045
NORMAL (AVERAGE) WATER YEAR					
Supply under Current Programs					
In-Region Supplies and Programs	875,000	877,000	876,000	876,000	874,000
California Aqueduct	1,774,000	1,766,000	1,764,000	1,762,000	1,761,000
Colorado River Aqueduct	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Total Supply	**3,899,000**	**3,893,000**	**3,890,000**	**3,888,000**	**3,885,000**
Demand					
Total Demands on MWD	1,149,000	1,110,000	1,084,000	1,100,000	1,125,000
Exchange with SDCWA	278,000	278,000	278,000	278,000	278,000
Total Demand	**1,427,000**	**1,388,000**	**1,362,000**	**1,378,000**	**1,403,000**
Surplus	**2,472,000**	**2,505,000**	**2,528,000**	**2,510,000**	**2,482,000**
SINGLE DRY YEAR					
Supply under Current Programs					
In-Region Supplies and Programs	875,000	877,000	876,000	876,000	874,000
California Aqueduct	647,000	634,000	634,000	634,000	633,000
Colorado River Aqueduct	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Total Supply	**2,772,000**	**2,761,000**	**2,760,000**	**2,760,000**	**2,757,000**
Demand					
Total Demands on MWD	1,266,000	1,222,000	1,195,000	1,218,000	1,247,000
Exchange with SDCWA	278,000	278,000	278,000	278,000	278,000
Total Demand	**1,544,000**	**1,500,000**	**1,473,000**	**1,496,000**	**1,525,000**
Surplus	**1,228,000**	**1,261,000**	**1,287,000**	**1,264,000**	**1,232,000**
FIVE CONSECUTIVE DRY YEARS					
Supply under Current Programs					
In-Region Supplies and Programs	194,000	197,000	197,000	197,000	197,000
California Aqueduct	734,800	772,000	794,000	816,000	792,000
Colorado River Aqueduct	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Total Supply	**2,178,800**	**2,219,000**	**2,241,000**	**2,263,000**	**2,239,000**
Demand					
Total Demands on MWD	1,314,000	1,292,000	1,259,000	1,261,000	1,286,000
Exchange with SDCWA	278,000	278,000	278,000	278,000	278,000
Total Demand	**1,592,000**	**1,570,000**	**1,537,000**	**1,539,000**	**1,564,000**
Surplus	**586,800**	**649,000**	**704,000**	**724,000**	**675,000**

3.3 LA HABRA GROUNDWATER BASIN

The La Habra Groundwater Basin, shown in Figure 5, lies within the Coastal Plain of Orange County (Basin 8-1), which is managed by Orange County Water District (OCWD).

The Sustainable Groundwater Management Act (SGMA) was adopted by the State of California in 2014 to help manage groundwater sustainability and limit adverse effects of groundwater extractions. The State Department of Water Resources (DWR) designated the non-adjudicated Basin 8-1 as medium-priority, thus requiring the creation of a Groundwater Sustainability Plan (GSP). OCWD led the effort, along with its member agencies, to comply with SGMA by creating the "Basin 8-1 Alternative" which meets State requirements for a GSP.

As discussed further below, La Habra Groundwater Basin is hydro-geologically distinct from Basin 8-1. In consultation with the City of Brea, OCWD, the State, and other interested parties, the City of La Habra adopted two resolutions in 2015 to:

1) Amend the boundaries of Basin 8-1 and establish the La Habra Basin as a separate basin from Basin 8-1, and

2) Establish the City of La Habra as the Groundwater Management Agency.

OCWD adopted a resolution to support the City's request to DWR for an internal jurisdictional boundary modification in Basin 8-1 that follows the city limits of La Habra and Brea and is outside of the Orange County Water District's jurisdictional boundary. On January 20, 2016, the City of La Habra filed notice to become the exclusive Groundwater Sustainability Agency (GSA) under SGMA for this management area. Appendix 2 includes this notice, as well as a Memorandum of Agreement between the Cities of Brea and La Habra that allows La Habra to be the GSA and Brea to produce a small quantity of water from the basin with no extraction fees.

The La Habra Basin is not adjudicated. Instead, the Cities of Brea and La Habra follow a "safe yield," which is used for the management and future planning of the Basin for sustained beneficial use. The safe yield is the volume of groundwater that can be pumped without depleting the aquifer to a point where it cannot recover through natural recharge over a reasonable period of time. The safe yield for the Basin was estimated to be approximately 4,500 AFY. This safe yield was determined through an average from two separate studies that took into account natural groundwater recharge and natural groundwater discharge. The La Habra Basin continues to be managed sustainably by maintaining and coordinating groundwater production within the estimated safe yield. The City of La Habra is also evaluating its existing monitoring program with the intent to develop a more robust groundwater elevation and water quality monitoring program (UWMP, 2020).

The City of Brea owns and operates one non-potable groundwater well used for irrigation at Brea Creek Golf Course. Local groundwater accounted for 89 to 107 AFY of the City's total water supply in the past five years.

From a structural geological standpoint, the La Habra Basin area is dominated by the northwest trending La Habra Syncline (a U–shaped down–fold) which is bounded on the north by the Puente Hills and on the south by the Coyote Hills. The fold is a naturally occurring trough, or valley, where significant quantities of groundwater have accumulated over the past 150,000 years. The La Habra Basin consists of three water-bearingzones: 1) the Alluvium, 2) the La Habra Formation (including the Coyote Hills Formation), and 3) the San Pedro Formation.

The Alluvium is comprised of young and old alluvium. The deposits are found along the surface stream courses and is composed of unconsolidated silt, clay, sand, and gravel. Alluvium thickness ranges from a few feet to over 100 feet. Generally, the La Habra Formation lies below the Alluvium, consisting of the La Habra and Coyote Hills Formations. However, in the Coyote Hill and Puente Hills, the Alluvium is uplifted and exposed. The La Habra Formation consists of non-marine mudstone, siltstone, and stone, and conglomerate. It ranges in thickness from 300 to nearly 1,200 feet. Water levels of wells in the La Habra Formation have been measured between 100 and 200 feet below ground surface across the La Habra Basin.

Underneath the La Habra Formation lies the San Pedro Formation. As the deepest water bearing unit, the San Pedro Formation is comprised of sand, gravel, sandstone, conglomerate, and shale. The San Pedro Formation ranges between 200 and 400 feet in thickness and produces the best quality groundwater of all.

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4 WATER SUPPLY SECURITY

The City depends on a combination of imported and local supplies to meet its water demands and has taken numerous steps to ensure it has adequate supplies. Various factors impact water supply and supply reliability including climate, environmental conditions, and water quality. This section provides a description of MWD's, CDWC's, and the City of Brea's efforts in securing adequate water supply, as well as the reliability of regional and City normal, single dry year, and multiple dry year water supplies. MWD's, MWDOC's and the City's 2020 UWMPs conclude that they can meet, full-service demands of their member agencies through 2045 during normal years, a single-dry year, and multiple-dry years. Consequently, the City is projected to meet full-service demands through 2045 for the same scenarios.

MWD's 2020 Integrated Water Resources Plan (IRP) update describes the core water resources that will be used to meet full-service demands at the retail level under all foreseeable hydrologic conditions from 2025 through 2045. The foundation of MWD's resource strategy for achieving regional water supply reliability has been to develop and implement water resources programs and activities through its IRP preferred resource mix. This preferred resource mix includes conservation, local resources such as water recycling and groundwater recovery, Colorado River supplies and transfers, SWP supplies and transfers, in-region surface reservoir storage, in-region groundwater storage, out-of-region banking, treatment, conveyance, and infrastructure improvements.

MWD's 2020 UWMP was developed as part of the 2020 IRP planning process. This UWMP finds that MWD can meet full-service demands of its member agencies from 2020 through 2045 during normal years, single dry year, and multiple dry years. The IRP represents MWD's comprehensive blueprint for long-term water reliability, including key supply development and water use efficiency goals.

The reliability and operational issues related to MWD's various sources of supply are discussed by major source below.

4.1 STATE WATER PROJECT

The State Water Project (SWP) consists of a network of pump stations, reservoirs, aqueducts, tunnels, and power plants operated by DWR and is an integral part of the effort to ensure that business and industry, urban and suburban residents, and farmers throughout much of California have sufficient water. The SWP is the largest state-built, multipurpose, user-financed water project in the United States.

Nearly two-thirds of residents in California receive at least part of their water from the SWP with approximately 70 percent of SWP's contracted water supply going to urban users and 30 percent to agricultural users. The primary purpose of the SWP is to divert

and store water during wet periods in northern and central California and distribute it to areas of need in northern California, the San Francisco Bay area, the San Joaquin Valley, the Central Coast, and Southern California.

The availability of water supplies from the SWP can be highly variable. A wet water year may be followed by a dry or critically dry year and fisheries issues can restrict the operations of the export pumps even when water supplies are available.

The Sacramento-San Joaquin River Delta (Delta) is key to the SWP's ability to deliver water to its agricultural and urban contractors. However, the Delta faces many challenges concerning its long-term sustainability, including:

- Climate change poses a threat of increased variability in floods and droughts.
- Sea level rise complicates efforts in managing salinity levels and preserving water quality in the Delta to ensure a suitable water supply for urban and agricultural use.
- Continued subsidence of Delta islands, many of which are below sea level, and the related threat of a catastrophic levee failure as the water pressure increases, or because of a major seismic event.
- Ongoing regulatory restrictions, such as those imposed by federal biological opinions (BiOps) on the effects of SWP and the federal Central Valley Project (CVP) operations on certain marine life.

In response, the California State Water Resources Control Board (SWRCB) has set water quality objectives that must be met by the SWP including minimum Delta outflows, limits on SWP and CVP Delta exports, and maximum allowable salinity level.

MWD manages fluctuations in supplies delivered through the California Aqueduct by developing flexible CVP/SWP storage and transfer programs. The goal of the storage/transfer programs is to develop additional dry-year supplies that can be conveyed through the available Harvey O. Banks pumping plant capacity to maximize deliveries through the California Aqueduct during dry hydrologic conditions and regulatory restrictions.

"Table A" water is the maximum entitlement of SWP water for each water contracting agency. Currently, the combined maximum Table A amount is 4.17 million acre feet per year (MAFY). Of this amount, 4.13 MAFY is the maximum Table A water available for delivery from the Delta pumps as stated in the State Water Contract. However, deliveries commonly are less than 50 percent of Table A amounts.

SWP contractors may receive Article 21 water on a short-term basis in addition to Table A water if requested. Article 21 of SWP contracts allows contractors to receive

additional water deliveries only under specific conditions, generally during wet months of the year (December through March). Because an SWP contractor must have an immediate use for Article 21 supply or a place to store it outside of the SWP, there are few contractors like MWD that can access such supplies.

Carryover water is SWP water allocated to an SWP contractor and approved for delivery to the contractor each year but not used by the end of the year. The unused water is stored in the SWP's share of San Luis Reservoir, when space is available, for the contractor to use in the following year.

Turnback pool water is Table A water that has been allocated to SWP contractors that has exceeded their demands. This water can then be purchased by another contractor depending on its availability.

SWP Delta exports are the water supplies that are transferred directly to SWP contractors or to San Luis Reservoir storage south of the Delta via the Harvey O. Banks pumping plant. Estimated average annual Delta exports and SWP Table A water deliveries have generally decreased since 2005, when Delta export regulations affecting SWP pumping operations began to become more restrictive due to the BiOps.

Brea's 2020 UWMP provides details on the factors that affect the ability to estimate existing and future water delivery reliability. In summary, they include water availability at the source, water rights with priority of the SWP, climate change, regulatory restrictions on SWP Delta exports, ongoing environmental and policy planning efforts, and Delta levee failure.

4.2 COLORADO RIVER SUPPLIES

The Colorado River was MWD's original source of water after MWD's establishment in 1928. The Colorado River Aqueduct (CRA), which is owned and operated by MWD, transports water from the Colorado River to its terminus Lake Mathews, in Riverside County. The actual amount of water per year that may be conveyed through the CRA to MWD's member agencies is subject to the availability of Colorado River water.

Approximately 40 million people rely on the Colorado River and its tributaries for water with 5.5 million acres of land using Colorado River water for irrigation. The CRA includes supplies from the implementation of the Quantification Settlement Agreement and its related agreements to transfer water from agricultural agencies to urban uses. The 2003 Quantification Settlement Agreement enabled California to implement major Colorado River water conservation and transfer programs to stabilize water supplies and reduce the state's demand on the river to its 4.4 MAF entitlement. Colorado River transactions are potentially available to supply additional water up to the CRA capacity of 1.25 MAF on an as-needed basis.

Water from the Colorado River or its tributaries is available to users in California,

Arizona, Colorado, Nevada, New Mexico, Utah, Wyoming, and 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. In addition, California has historically been allowed to use Colorado River water apportioned to, but not used by, Arizona or Nevada. MWD 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:

- Water is unused by the California holders of priorities 1 through 3
- Water is 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 of the following:
    - Surplus water
    - Colorado River water that is apportioned to but unused by Arizona and/or Nevada.

Over the years, MWD has helped fund and implement various programs to improve Colorado River supply reliability and help resolve the imbalance between supply and demand. Implementation of such programs has contributed to achievements like achieving a record low diversion of the Colorado River in 2019, a level not seen since the 1950s. Colorado River water management programs include:

- Imperial Irrigation District / MWD Conservation Program – Under agreements executed in 1988 and 1989, this program allows MWD to fund water efficiency improvements within Imperial Irrigation District's service area in return for the right to divert the water conserved by those investments. An average of 105,000 AFY of water has been conserved since the program's implementation.
- Palo Verde Land Management, Crop Rotation, and Water Supply Program – Authorized in 2004, this 35-year program allows MWD to pay participating farmers to reduce their water use, and for MWD to receive the saved water. Over the life of the program, an average of 84,500 AFY has been saved and made available to MWD.
- Bard Seasonal Fallowing Program – Authorized in 2019, this program allows MWD to pay participating farmers in Bard to reduce their water use between the late spring and summer months of selected years, which provides up to 6,000 AF of water to be available to MWD in those years.
- Management of MWD-Owned Land in Palo Verde – Since 2001, MWD has acquired approximately 21,000 acres of irrigable farmland that are leased to growers, with incentives to grow low water-using crops and experiment with low water-consumption practices.
- Southern Nevada Water Authority (SNWA) and MWD Storage and Interstate

Release Agreement – Entered in 2004, this agreement allows SNWA to store its unused, conserved water with MWD, in exchange for MWD to receive additional Colorado River water supply. MWD has relied on the additional water during dry years, especially during the 2011-2016 California drought, and SNWA is not expected to call upon MWD to return water until after 2026.

- Lower Colorado Water Supply Projects – Authorized in 1980s, this project provides up to 10,000 AFY of water to certain entities that do not have or have insufficient rights to use Colorado River water. A contract executed in 2007 allowed MWD to receive project water left unused by the project contractors along the River – nearly 10,000 AF was received by MWD in 2019 and is estimated for 2020.
- Exchange Programs – MWD is involved in separate exchange programs with the United States Bureau of Reclamation, which takes place at the Colorado River Intake and with San Diego County Water Authority (SDCWA), which exchanges conserved Colorado River water.
- Lake Mead Storage Program – Executed in 2006, this program allows MWD to leave excessively conserved water in Lake Mead, for exclusive use by MWD in later years.
- Quagga Mussel Control Program – Developed in 2007, this program introduced surveillance activities and control measures to combat quagga mussels, an invasive species that impact the Colorado River's water quality.
- Lower Basin Drought Contingency Plan – Signed in 2019, this agreement incentivizes storage in Lake Mead through 2026 and overall, it increases MWD's flexibility to fill the CRA as needed.

After years of reduced flows, the river's future is uncertain. MWD is working with Colorado River water users across the Basin to try and develop a consensus agreement for post-2026 operations that is supported by all seven Colorado River Basin states.[1] In these negotiations, MWD recognizes that its constituents and all Colorado River users will need to reduce water use. But MWD is also working to develop flexibility and improved water reliability. Options include:

- Equitable Shortage Sharing: Equitable sharing of shortages by all states and Mexico and all water sectors – agricultural, urban and tribes, with sufficient flexibility so that reductions can be made when they have the least impacts.
- Local Dry-Year Reliability: Flexibility for MWD to store Colorado River water in Lake Mead when supplies are available and draw on that stored water when Northern California supplies are low, both to produce agreed-upon reductions and provide reliable water to Southern California communities.
- Interstate Augmentation Opportunities: Provide for collaborative development and funding of new supplies, like Pure Water Southern California, across

[1] Metropolitan Water District of Southern California, Colorado River: Working Toward A New Era of Sustainability, Accessed 11/13/2025.

states, allowing for multi-state benefits through water exchanges and shared financing.

- Protection of Power Generation: Ensure measures are implemented to protect power generation at Lake Mead's Hoover Dam, a key source of power for the Colorado River Aqueduct.
- Planning Certainty: Provide predictability on how much supply water users can plan for from the Colorado River for the term of the post-2026 guidelines. Predictability, even if it requires reductions, will allow decision-making on investments.

4.3 STORAGE

A key component of MWD's water reliability strategy is its extensive groundwater and surface water storage capacity. Storage is a major component of MWD's dry year resource management strategy. Due to the pattern of generally drier hydrology, the groundwater basins and local reservoirs can drop to low operating levels and remain below healthy storage levels, as they did in 2020.

MWD stores water in both DWR and MWD surface water reservoirs. MWD's surface water reservoirs are Lake Mathews, Lake Skinner, and Diamond Valley Lake (DVL), which have a combined storage capacity of over 1 MAF. Approximately 650,000 AF are stored for seasonal, regulatory, and drought use, while approximately 370,000 AF are stored for emergency use.

MWD also has contractual rights to DWR surface Reservoirs, such as 65 thousand acre-feet (TAF) of flexible storage at Lake Perris (East Branch terminal reservoir) and 154 TAF of flexible storage at Castaic Lake (West Branch terminal reservoir) that provides MWD with additional options for managing SWP deliveries to maximize the yield from the project. This storage can provide MWD with up to 44 TAF of additional supply over multiple dry years, or up to 219 TAF to Southern California in a single dry year.

Additional detail on storage projects and water supply security is available in the Brea 2020 UWMP.

5 CONCLUSION – WATER RELIABILITY

Table 14 presents water demand for both the BCSP and the Focused GPU. The City's total water demand in an Average water year is 8,995 acre feet per year. Including water demand from the Brea Core Specific Plan, total demand is projected to be 9,079 AFY. In dry years, annual water demand is projected to increase 6%, to 9,624 AFY. For the Brea Focused General Plan Update, which includes the Brea Core Specific Area, total demand is projected to be 10,033 AFY in an Average Year and 10,636 AFY in dry years.

The 2020 UWMP assumed a maximum supply of 9,000 AFY from the Main San Gabriel Basin and 115 AFY from the La Habra Basin. All remaining water was assumed to come from MWD, based on MWD's 2020 UWMP stating availability to serve additional water demands. Table 15 presents sources of water supply for full build-out of the BCSP and the Focused GPU.

There is no specific schedule for the build-out, so it is assumed that it occurs immediately.

TABLE 14: WATER DEMAND AT FULL BUILD-OUT

(AFY)	Average Year	Single-Dry and Multiple Dry Years
Brea Core Specific Plan		
Average Demand	8,995	9,535
Brea Core Specific Plan (BCSP) – New Demand	84	89
Total Demand with Brea Core Specific Plan	**9,079**	**9,624**
Brea Focused General Plan Update		
Average Demand	8,995	9,535
Brea Focused General Plan Update (includes BCSP) – New Demand	1,038	1,101
Total Demand with Brea Focused General Plan Update	**10,033**	**10,636**

TABLE 15: WATER SUPPLY AT FULL BUILD-OUT

(AFY)	Average Year	Single and Multiple Dry Years
Brea Core Specific Plan		
Main San Gabriel Basin (CDWC)	8,961	9,000
La Habra Basin	115	89
MWD	0	535
Total Water Supply for Brea Core Specific Plan	**9,079**	**9,624**
Brea Focused General Plan Update		
Main San Gabriel Basin (CDWC)	9,000	9,000
La Habra Basin	115	115
MWD	918	1,521
Total Water Supply for Brea Focused General Plan Update	**10,033**	**10,636**

The demand figure for the Brea Focused General Plan Update is utilized for the supply reliability table below. Table 16 demonstrates that there is sufficient supply in normal, single-dry and multiple dry years within the 20-year planning horizon. Therefore, projected water supply is deemed to meet projected water demand.

TABLE 16: DEMAND AND SUPPLY IN NORMAL, SINGLE DRY, AND MULTIPLE DRY YEARS

	2025	2030	2035	2040	2045
Normal Year					
Supply	8,995	10,033	10,033	10,033	10,033
Demand totals	8,995	10,033	10,033	10,033	10,033
Difference	0	0	0	0	0
Single Dry Year					
Supply totals	n/a	10,636	10,636	10,636	10,636
Demand totals	n/a	10,636	10,636	10,636	10,636
Difference	0	0	0	0	0
Second Dry Year					
Supply totals	n/a	10,636	10,636	10,636	10,636
Demand totals	n/a	10,636	10,636	10,636	10,636
Difference	0	0	0	0	0
Third Dry Year					
Supply totals	n/a	10,636	10,636	10,636	10,636
Demand totals	n/a	10,636	10,636	10,636	10,636
Difference	0	0	0	0	0
Fourth Dry Year					
Supply totals	n/a	10,636	10,636	10,636	10,636
Demand totals	n/a	10,636	10,636	10,636	10,636
Difference	0	0	0	0	0

Appendix 1: Main San Gabriel Basin, 2014 Amended Adjudication

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Upper San Gabriel Valley Municipal Water District, Plaintiff, vs. City of Alhambra, et al, Defendants	Case No.: 924128 **AMENDED JUDGMENT** (And Exhibits Thereto)

HONORABLE MAUREEN DUFFY-LEWIS

Assigned Judge Presiding

DEPARTMENT 38

June 21, 2012

(This version includes prior Amendments and updated Exhibits through June 21, 2012.)

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EXHIBITS

"A" – Map entitled, "San Gabriel River Watershed Tributary to Whittier Narrows"

"B" – Boundaries of Relevant Watershed

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

"D" – Table Showing Prescriptive Pumping Rights and Pumper's Share of Each Pumper

"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

(Exhibit "K" Includes - Nature of Overlying Right, Description of Overlying Lands To Which Overlying Rights Are Appurtenant, Producers Entitled To Exercise Overlying Rights and Their Respective Consumptive Use Portions, and Map of Overlying Lands.)

"L" – List of Producers and Other Parties and Their Designees (June 2012) (New)

"M" – Watermaster Members, Officers, and Staff, Including Calendar Year 2012 (New)

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Upper San Gabriel Valley Municipal Water District, Plaintiff, vs. City of Alhambra, et al, Defendant	Case No.: 924128 **AMENDED JUDGMENT** Hearing: June 21, 2012 Department 38, 9:30 A.M.

The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER for this AMENDED JUDGMENT herein, came on regularly for hearing in this Court before the **HONORABLE MAUREEN DUFFY-LEWIS**, ASSIGNED JUDGE PRESIDING, on June 21, 2012; Frederic A. Fudacz appeared as attorney for Watermaster - Petitioner; and good cause appearing, the following **ORDER** and **AMENDED JUDGMENT** are, hereby, made:

I. INTRODUCTION

1. Pleadings, Parties, and Jurisdiction. The complaint herein was filed on January 2, 1968, seeking an adjudication of water rights. By amendment of said complaint and dismissals of certain parties, said adjudication was limited to the Main San Gabriel Basin and its Relevant Watershed. Substantially all defendants and the cross-defendant have appeared herein, certain defaults have been entered, and other defendants dismissed. By the pleadings herein and by

Order of this Court, the issues have been made those of a full inter se adjudication of water rights as between each and all of the parties. This Court has jurisdiction of the subject matter of this action and of the parties herein.

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

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

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

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

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

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

amending Sections 10(ff), 10(jj), and 34(h); again amended on February 24, 1992, by amending Section 40(b); again amending Appendices in 2000; and again on June 21, 2012 by amending Sections 10(ff), 26, 29(d), 34(b), 34(c), 34(g), 34(h), 34(j), 36, 42, 44, 45, 46(a), 47, 50, 54, Exhibit H Sections 2, 3(d), 4; adding Sections 34(p), 34(q), 34(r); and deleting Section 53 entirely.

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

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

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

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

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

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

(d) Diverter – Any party who Diverts.

(e) Elevation – Feet above mean sea level.

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

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

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

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

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

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

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

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

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

(o) Minimal Producer – Any party whose Production in any Fiscal Year does not exceed five (5) acre-feet. (Prior to June 21, 2012)

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

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

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

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

transferred apart therefrom.

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

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

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

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

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

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

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

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

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

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

(dd) Responsible Agency – (Prior Judgment Section 4(cc)) The municipal water

district which is the normal and appropriate source from whom Watermaster shall purchase Supplemental Water for replacement purposes under the Physical Solution, being one of the following:

(1) Upper District – Upper San Gabriel Valley Municipal Water District, a member public agency of the Metropolitan Water District of Southern California (MWD).

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

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

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

(ff) Supplemental Water – (Prior Judgment Section 4(ee)) Nontributary water imported through a Responsible Agency and reclaimed water or water obtained from other available sources when water is not available in a timely fashion from a Responsible Agency. (Amended 6/21/12)

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

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

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

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

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

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

Exhibit "B" – Boundaries of Relevant Watershed.

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

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

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

Exhibit "F" – Table Showing Special Category Rights.

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

Exhibit "H" – Watermaster Operating Criteria.

Exhibit "J" – Puente Narrows Agreement.

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

Exhibit "L" – (New) List of Producers And Their Designees, as of June 2012.

Exhibit "M" – (New) Watermaster Members, Officers and Staff, Including

Calendar Year 2012.

II. DECREE

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

A. DECLARATION OF HYDROLOGIC CONDITIONS

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

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

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

B. DECLARATION OF RIGHTS

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

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

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

rights of said Pumpers are declared to be mutually prescriptive and of equal priority, inter se.

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

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

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

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

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

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

Assessment and other Watermaster regulation of the rights of such parties shall relate to and be based upon each such component. So far as future exercise of such rights is concerned,

however, the gross quantity of the aggregate right in any Fiscal Year may be exercised, in the sole discretion of such party, by either Diversion or Pumping or any combination or apportionment thereof; provided, that for Assessment purposes the first water Produced in any Fiscal Year (other than "Carry-over", under Section 49 hereof) shall be deemed an exercise of the Diversion Component, and any Production over said quantity shall be deemed Pumped water, regardless of the actual method of Production.

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

20. Non-consumptive Practices. (Prior Judgment Section 14) Certain Producers have engaged in Water Diversion and spreading practices which have caused such Diversions to have a non-consumptive or beneficial impact upon the aggregate water supply available in the Basin. Said parties, and a statement of the nature of their rights, uses and practices, are set forth in Exhibit "G". The Physical Solution decreed herein, and particularly its provisions for Assessments, shall not apply to such non-consumptive uses. Watermaster may require reports on the operations of said parties.

21. Overlying Rights. (Prior Judgment Section 14.5) Producers listed in Exhibit "K" hereto were not parties herein at the time of the original entry of Judgment herein. They have exercised in good faith Overlying Rights to Produce water from the Basin during the periods subsequent to the entry of Judgment herein and have by self-help initiated or maintained appurtenant Overlying Rights. Such rights are exercisable without quantitative limit only on specifically described Overlying Land and cannot be separately conveyed or transferred apart therefrom. As to such rights and their exercise, the owners thereof shall become parties to this action and be subject to Watermaster Replacement Water assessments under Section 45(b) hereof, sufficient to purchase Replenishment Water to offset the net consumptive use of such Production and practices. In addition, the gross amount of such Production for such overlying use shall be subject to Watermaster Administration Assessments under Section 45(a) hereof and the consumptive use portion of such Production for overlying use shall be subject to

Watermaster's In-Lieu Water Cost Assessments under Section 45(d) hereof. The Producers presently entitled to exercise Overlying Rights, a description of the Overlying Land to which Overlying Rights are appurtenant, the nature of use and the consumptive use portion thereof are set forth in Exhibit "K" hereto. Watermaster may require reports and make inspections of the operations of said parties for purposes of verifying the uses set forth in said Exhibit "K", and, in the event of a material change, to redetermine the net amount of consumptive use by such parties as changed, in the exercise of such Overlying Rights.

Annually, during the first two (2) weeks of June in each calendar year, such Overlying Rights Producers shall submit to Watermaster a verified statement as to the nature of the then current uses of said Overlying Rights on said Overlying Lands for the next ensuing Fiscal Year, whereupon Watermaster shall either affirm the prior determination or redetermine the net amount of the consumptive use portion of the exercise of such Overlying Right by said Overlying Rights Producer.

C. INJUNCTION

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

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

24. Injunction re Change in Overlying Use Without Notice Thereof to Watermaster. (Prior Judgment Section 16.5) Each party listed in Exhibit "K", its officers, agents, employees, successors and assigns, is **ENJOINED AND RESTRAINED** from materially changing said

overlying uses at any time without first notifying Watermaster of the intended change of use, in which event Watermaster shall promptly redetermine the consumptive use portion thereof to be effective after such change.

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

26. Injunction Against Transportation from Basin or Relevant Watershed. (Prior Judgment Section 18) Except upon further order of Court and except as provided in section 34(r) herein, all parties, other than Transporting Parties and MWD in its exercise of its Special Category Rights, to the extent authorized therein, are **ENJOINED AND RESTRAINED** from transporting water hereafter Produced from the Relevant Watershed or Basin outside the areas thereof. For purposes of this Section, water supplied through a city water system which lies chiefly within the Basin shall be deemed entirely used within the Basin. Transporting Parties are entitled to continue to transport water to the extent that any Production of water by any such party does not violate the injunctive revisions contained in Section 22 hereof; provided that said water shall be used within the present service areas or corporate or other boundaries and additions thereto so long as such additions are contiguous to the then existing service area or corporate or other boundaries; except that a maximum of ten percent (10%) of use in any Fiscal Year may be outside said then existing service areas or corporate or other boundaries. Notwithstanding the foregoing and without in any way changing or limiting the Transporting Parties' entitlement to transport water as set forth herein, any party may enter into an agreement with Watermaster to store Supplemental Water and export said stored Supplemental Water under specific terms and conditions approved by Watermaster. Such storage and export shall be subject to (1) a determination by Watermaster that no material injury to the Basin or parties will result therefrom; (2) execution of an agreement with Watermaster setting forth the terms and conditions upon which water may be stored in or exported from the Basin; and (3) compliance

with Watermaster Rules and Regulations respecting Basin storage and export. (Amended 6/21/12)

D. CONTINUING JURISDICTION

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

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

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

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

E. WATERMASTER

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

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

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

(b) Nomination of Producer Representatives. A meeting of all parties shall be held at the regular meeting of Watermaster in November of each year, at the offices of Watermaster. Nomination of the six (6) Producer representatives shall be by cumulative voting, in person or by proxy, with each Producer entitled to one (1) vote for each one hundred (100) acre-feet, or portion thereof, of Base Annual Diversion Right or Prescriptive Pumping Right or Integrated Production Right.

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

(d) Appointment. All Watermaster nominations shall be promptly certified to the Court, which will in ordinary course confirm the same by an appropriate order appointing said Watermaster; provided, however, that the Court at all times reserves the right and power to refuse to appoint, or to remove, any member of Watermaster. Notwithstanding section 27 herein, Watermaster nominations may be promptly certified by the Court upon 10 calendar days' notice thereof, plus the time prescribed by statute for service by mail, e-mail or other electronic means. (Amended 6/21/12)

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

31. Quorum. (Prior Judgment Section 23) Five (5) members of the Watermaster shall constitute a quorum for the transaction of affairs of the Watermaster. Action by the affirmative vote of five (5) members shall constitute action by Watermaster, except that the affirmative vote of six (6) members shall be required:

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

(b) to enter in any Agreement pursuant to Section 34 (n) hereof.

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

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

(a) Minutes. Minutes of all Watermaster meetings shall be kept, which shall reflect all actions taken by Watermaster. Draft copies thereof shall be furnished to any party who files a request therefor in writing with Watermaster. Said draft copies of minutes shall constitute notice of any Watermaster action therein reported; failure to request copies thereof shall constitute waiver of notice.

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

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

(d) Adjournments. Any meeting of Watermaster may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within twenty-four (24) hours after adoption of the order of adjournment.

34. Powers and Duties. (Prior Judgment Section 26) Subject to the continuing supervision and control of the Court, Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction.

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

(b) Acquisition of Facilities. To purchase, own, lease, acquire and hold, as trustee for the benefit of the Parties, all necessary personal property and equipment, and such limited real property such as office quarters, monitoring wells, the key well, and other facilities necessary to fulfill Watermaster's basin management responsibilities under this Judgment. (Amended 6/21/12)

(c) Employment of Experts and Agents. To employ such administrative personnel, engineering, geologic, accounting, legal, public policy education or other

specialized services (but not including registered lobbyists) and consulting assistants as may be deemed appropriate in the carrying out of its powers and to require appropriate bonds from all officers and employees handling Watermaster funds. (Amended 6/21/12)

(d) Measuring Devices, etc. To cause parties, pursuant to uniform rules, to install and maintain in good operating condition, at the cost of each party, such necessary measuring devices or meters as may be appropriate; and to inspect and test any such measuring device as may be necessary.

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

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

(g) Borrowing. To borrow in anticipation of receipt of Assessment proceeds an amount not to exceed the annual amount of Assessments levied but uncollected, or in accordance with the provisions of Sections 45 and 46 hereto. Upon approval by the Watermaster at its regularly scheduled public meeting, when necessary to secure Supplemental Water, Watermaster may borrow funds in excess of the annual amount of Assessments levied but uncollected. Prior to borrowing funds, Watermaster shall meet and confer with Responsible Agencies and seek their input. Watermaster shall adopt Rules and Regulations specifying: (i) how debt repayment will be allocated among the Parties; (ii) that Watermaster obtain prior approval of the Court before incurring debt that exceeds the total of one year's levied Assessments; and (iii) such other matters as Watermaster deems appropriate for Rules and Regulations respecting the purchase of Supplemental Water using debt. (Amended 6/21/12)

(h) Purchase of and Recharge with Supplemental Water. To purchase Supplemental Water and to introduce the same into the Basin, including Reclaimed Water, for replenishment, Replacement Water, and cyclic storage purposes in the Basin subject to the affirmative vote of six (6) members of Watermaster, provided, the

California Department of Public Health and the Los Angeles Regional Water Quality Control Board have approved such Reclaimed Water for said uses, Watermaster has given prior notice to all parties of its intention to use said Reclaimed Water for such purposes, held noticed hearings thereon, and approves such uses. Reclaimed Water used by Watermaster as Supplemental Water for said purposes shall not be a violation of Sections 3(b) or 3(c) of Exhibit "H" hereto. (Amended 4/2/91 and 6/21/12)

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

(j) Cooperation with Existing Agencies. To act jointly or cooperate with agencies of the United States and the State of California or any political subdivision, municipality or district to the end that the purposes of the Physical Solution may be fully and economically carried out. (Amended 6/21/12)

(k) Assumption of Make-Up Obligation. Watermaster shall assume the Make-Up Obligation for and on behalf of the Basin.

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

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

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

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

(3) determination by Watermaster of, and accounting for, all losses in

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

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

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

(p) Authority to Sue. To prosecute litigation, engage in dispute resolution and file amicus curiae briefs in the furtherance of Watermaster's responsibilities under this Judgment. (Amended 6/21/12)

(q) Public Policy Education. To perform public policy education activities in furtherance of Watermaster's responsibilities under this Judgment. (Amended 6/21/12)

(r) Export Agreements. Watermaster may fix terms and conditions under which parties and non-parties may store Supplemental Water in and export said stored Supplemental Water from the Basin. (Amended 6/21/12)

35. Policy Decisions – Procedure. (Prior Judgment Section 27) It is contemplated that Watermaster will exercise discretion in making policy decisions relating to Basin management under the Physical Solution decreed herein. In order to assure full participation and opportunity to be heard for those affected, no policy decision shall be made by Watermaster until thirty (30) days after the question involved has been raised for discussion at a Watermaster

meeting and noted in the draft of minutes thereof.

36. Reports. (Prior Judgment Section 28) Watermaster shall annually file with the Court and mail to the parties a report of all Watermaster activities during the preceding year, including an audited statement of all accounts and financial activities of Watermaster, summary reports of Diversions and Pumping, and all other pertinent information. To the extent practical, said report shall be mailed to all parties on or before November 1. The tables set forth in Exhibits C, D, E, K, L and M are listed for reference purposes only. Future updates to those exhibits shall be set forth in the Watermaster annual report. In lieu of mailing the annual report, Watermaster in its discretion may post the report on its website, mail or e-mail a notice of availability to the parties, and/or provide a hard copy of the report upon request. If a party does not have a valid e-mail address or internet access, that party shall identify an alternative method of service to be approved by Watermaster in its sole discretion. (Amended 6/21/12)

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

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

(b) Notice of Motion. Any party may, by a regularly noticed motion, petition the Court for review of said Watermaster's action or decision. Notice of such motion shall be mailed to Watermaster and all parties. Unless so ordered by the Court, such petition shall not operate to stay the effect of such Watermaster action.

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

(d) De Novo Nature of Proceeding. Upon filing of such motion for hearing, the

Court shall notify the parties of a date for taking evidence and argument, and shall review de novo the question at issue on the date designated. The Watermaster decision or action shall have no evidentiary weight in such proceeding.

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

F. PHYSICAL SOLUTION

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

39. Need for Flexibility. (Prior Judgment Section 31) In order that Watermaster may be free to utilize both existing and new and developing technological, social and economic concepts for the fullest benefit of all those dependent upon the Basin, it is essential that the Physical Solution hereunder provide for maximum flexibility and adaptability. To that end, the Court has retained continuing jurisdiction to supplement the broad discretion herein granted to the Watermaster.

40. Watermaster Control. (Prior Judgment Section 32) In order to develop an adequate and effective program of Basin management, it is essential that Watermaster have broad discretion in the making of Basin management decisions within the ambit hereinafter set forth. The maintenance, improvement, and control of the water quality and quantity of the Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the utilization of the water resources thereof, must be subject to procedures established by Watermaster in implementation of the provisions of this Judgment. Both the quantity and quality of said water resource are thereby preserved and its beneficial utilization maximized.

(Amended 1/29/91)

(a) Watermaster shall develop an adequate and effective program of Basin management. The maintenance, improvement, and control of the water quality and quantity of the Basin, withdrawal and replenishment of supplies of the Basin and Relevant Watershed, and the utilization of the water resources thereof, must be subject to procedures established by Watermaster in implementation of the Physical Solution provisions of this Judgment. All Watermaster programs and procedures shall be adopted only after a duly noticed public hearing pursuant to Section 37 and 40 of the Amended Judgment herein. (Amended 1/29/91)

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

(c) Watermaster may act individually or participate with others to carry on technical and other necessary investigations of all kinds and collect data necessary to carry out the herein stated purposes. It may engage in contractual relations with the EPA or other agencies in furtherance of the clean up of the Basin and enter into contracts with agencies of the United States, the State of California, or any political subdivision, municipality, or district thereof, to the extent allowed under the applicable federal or state statutes. Any cooperative agreement between the Watermaster and EPA shall require the approval of the appropriate Agency(s) of the State of California. (Amended 1/29/91)

(d) For the regulation and control of pumping activity in the Basin, Watermaster shall adopt Rules and Regulations and programs to promote, manage and accomplish

clean up of the Basin and its waters, including, but not limited to, measures to confine, move, and remove contaminants and pollutants. Such Rules and Regulations and programs shall be adopted only after a duly Noticed Public Hearing by Watermaster and shall be subject to Court review pursuant to Section 37 of the Amended Judgment herein. (Amended 1/29/91)

(e) Watermaster shall determine whether funds from local, regional, state or federal agencies are available for regulating pumping and the various costs associated with, or arising from such activities. If no public funds are available from local, regional, state, or federal agencies, the costs shall be obtained and paid by way of an In-Lieu Assessment by Watermaster pursuant to Section 10(j) of the Amended Judgment herein. Provided such In-Lieu Assessments become necessary, the costs shall be borne by all Basin Producers. (Amended 1/29/91)

(f) Watermaster is a Court empowered entity with limited powers, created pursuant to the Court's Physical Solution Jurisdiction under Article X, Section 2 of the California Constitution. None of the powers granted herein to Watermaster shall be construed as designating Watermaster a political subdivision of the State of California or authorizing Watermaster to act as "lead agency" to administer the federal Superfund for clean up of the Basin. (Amended 1/29/91)

41. General Pattern of Contemplated Operations. (Prior Judgment Section 33) In general outline (subject to the specific provisions hereafter and to Watermaster Operating Criteria set forth in Exhibit "H"), Watermaster will determine annually the Operating Safe Yield of the Basin and will notify each Pumper of his share thereof, stated in acre feet per Fiscal Year. Thereafter, no party may Produce in any Fiscal Year an amount in excess of the sum of his Diversion Right, if any, plus his Pumper's Share of such Operating Safe Yield, or his Integrated Production Right, or the terms of any Cyclic Storage Agreement, without being subject to Assessment for the purpose of purchasing Replacement Water. In establishing the Operating Safe Yield, Watermaster shall follow all physical, economic, and other relevant parameters provided in the Watermaster Operating Criteria. Watermaster shall have Assessment powers to

raise funds essential to implement the management plan in any of the several special circumstances herein described in more detail.

42. Basin Operating Criteria. (Prior Judgment Section 34) Until further order of the Court, Watermaster shall recharge Replacement Water in accordance with the Watermaster Operating Criteria and, insofar as practicable, to maintain the water level at the Key Well above Elevation two hundred (200). (Amended 6/21/12)

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

(a) Preliminary Determination. On or before Watermaster's first meeting in April of each year, Watermaster shall make a Preliminary Determination of the Operating Safe Yield of the Basin for each of the succeeding five Fiscal Years. Said determination shall be made in the form of a report containing a summary statement of the considerations, calculations and factors used by Watermaster in arriving at said Operating Safe Yield.

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

(c) Watermaster Determination and Review Thereof. Within thirty (30) days after completion of said hearing, Watermaster shall mail to each Pumper and Integrated Producer a final report and determination of said Operating Safe Yield for each such Fiscal Year, together with a statement of the Producer's entitlement in each such Fiscal Year stated in acre-feet. Any affected party, within thirty (30) days of mailing of notice

of said Watermaster determination, may, by a regularly noticed motion, petition the Court for an Order to Show Cause for review of said Watermaster finding, and thereupon the Court shall hear such objections and settle such dispute. Unless so ordered by the Court, such petition shall not operate to stay the effect of said report and determination. In the absence of such review proceedings, the Watermaster determination shall be final.

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

45. Assessments – Purpose. (Prior Judgment Section 37)

(a) Statement of Authority and Need for Flexibility: Watermaster shall have the power to levy and collect Assessments from the parties (other than non-consumptive users, or Production under Special Category Rights or Cyclic Storage Agreements) based upon Production during the preceding Fiscal Year. Assessments on Minimal Producers will apply only to (1) existing parties who become Minimal Producers in the future; and (2) Minimal Producers who intervene after June 21, 2012. Because Supplemental Water may not be available for extended periods of time, Watermaster requires flexibility with respect to the procedures for purchasing Supplemental Water supplies, as and when those supplies become available. This Judgment is a Physical Solution entered pursuant to California Constitution Article X, Section 2, which recognizes that the timing and amount of Watermaster Assessments for Replacement Water costs must be determined in light of this uncertainty. This Judgment therefore grants Watermaster the flexibility and discretion necessary to purchase and pre-purchase Supplemental Water and levy assessments in an appropriate and equitable manner and amount to maximize the opportunities to secure necessary Supplemental Waters in the best interest of the parties and the long-term sustainability of the Basin. In accordance with Rules and Regulations adopted by Watermaster, to further enhance flexibility, Watermaster may borrow money

from any available fund maintained by it for purposes other than Replacement Water purchases, or use accrued funds, to purchase Supplemental Water. (Amended 6/21/12)

(b) Authorized Assessments: Said Assessments may be for one or more of the following purposes:

(1) Watermaster Administration Costs. (Former Section 45(a)) Within thirty (30) days after completion of the hearing on the Preliminary Determination of the Operating Safe Yield of the Basin and Watermaster's determination thereof, pursuant to Section 43 hereof, Watermaster shall adopt a proposed budget for the succeeding Fiscal Year and shall mail a copy thereof to each party, together with a statement of the level of Administration Assessment levied by Watermaster which will be collected for purposes of raising funds for said budget. Said Assessment shall be uniformly applicable to each acre-foot of Production. (Amended 6/21/12)

(2) Replacement Water Costs. (Former Section 45(b)) Replacement Water Assessments shall be collected from each party on account of such party's Production in excess of its Diversion Rights, Pumper's Share or Integrated Production Right, and on account of the consumptive use portion of Overlying Rights, computed at the applicable rate established by Watermaster consistent with the Watermaster Operating Criteria, and other relevant factors, including the projected cost and availability of Supplemental Water supplies. Subject to Rules and Regulations adopted by Watermaster, Watermaster Replacement Water Assessment rates may be in an amount calculated to allow Watermaster to purchase more than one acre-foot of Supplemental Water for each acre-foot of excess Production to which such Assessment applies, when such purchases are necessary to secure Supplemental Water supplies for the benefit of the Basin and parties. (Amended 6/21/12)

(3) Make-Up Obligation. (Former Section 45(c)) An Assessment shall be collected equally on account of each acre-foot of Production, which does not

bear a Replacement Assessment hereunder, to pay all necessary costs of Administration and satisfaction of the Make-Up Obligation. Such Assessment shall not be applicable to water Production for an Overlying Right.

(4) In-Lieu Water Cost. (Former Section 45(d)) Watermaster may levy an Assessment against all Pumping to pay reimbursement for In-Lieu Water Costs except that such Assessment shall not be applicable to the non-consumptive use portion of an Overlying Right.

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

(6) Export and Storage. Watermaster shall levy an assessment to account for costs, burdens or losses incurred in connection with such exported or stored

water, including a fee for storage administration. Such storage or export shall be subject to (1) a determination by Watermaster that no material injury to the Basin or parties will result therefrom; (2) execution of an agreement with Watermaster setting forth the terms and conditions upon which water may be stored in or exported from the Basin; and (3) compliance with Watermaster Rules and Regulations respecting Basin storage and export. (Amended 6/21/12)

(7) Water Resource Development Assessment. Watermaster may levy an Assessment on all Pumping, as determined through Rules and Regulations to be adopted by the Watermaster, to support the purchase, financing, and/or development of new or additional Supplemental Water sources, in cooperation with one or more Responsible Agencies as appropriate. (Amended 6/21/12)

46. Assessments – Procedure. (Prior Judgment Section 38) Assessments herein provided for shall be levied and collected as follows:

(a) Levy and Notice of Assessment. Within thirty (30) days of Watermaster's annual determination of Operating Safe Yield of the Basin for each Fiscal Year and succeeding four (4) Fiscal Years, and at such other time[s] of the year as determined by Watermaster, Watermaster shall levy applicable Administration Assessments, Replacement Water Assessments, Make-Up Water Assessments, In-Lieu Water Assessments, and Water Resource Development Assessments, if any. Watermaster shall give written notice of all applicable Assessments to each party on or before August 15, of each year, and at such other time[s] as determined by Watermaster. To provide flexibility and maximize the opportunity to secure Replacement Water supplies when available, in accordance with criteria set forth in the Watermaster Rules and Regulations, Watermaster may levy supplemental assessments as necessary to create sufficient funds to purchase and pre-purchase such Replacement Water supplies for the benefit of the Basin and parties. (Amended 6/21/12)

(b) Payment. Each Assessment shall be payable, and each party is Ordered to pay the same, on or before September 20, following such Assessment, subject to the

rights reserved in Section 37 hereof.

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

47. Availability of Supplemental Water from Responsible Agencies. (Prior Judgment Section 39) If any Responsible Agency shall, for any reason, be unable to deliver Supplemental Water to Watermaster in a timely fashion when needed, Watermaster may (1) collect funds at an appropriate level and hold them in trust, together with interest accrued thereon, for purchase of such water when available; (2) purchase water from the remaining Responsible Agencies which are the most beneficial and appropriate sources observing all legal and contractual constraints on the availability of such water; or (3) purchase Supplemental Water from any other available source. Watermaster shall consult with the Responsible Agencies involved and in good faith shall determine the appropriate source of Supplemental Water under such circumstances. Should Watermaster arrange to purchase Supplemental Water from a source not involving a Responsible Agency, Watermaster shall provide the Responsible Agencies an opportunity to provide said Supplemental Water or comparable water supplies on comparable terms. (Amended 6/21/12)

48. Accumulation of Replacement Water Assessment Proceeds. (Prior Judgment Section 40) In order to minimize fluctuation in Assessments and to give Watermaster flexibility in Basin management, Watermaster may make reasonable accumulations of Replacement Water

Assessments. Such moneys and any interest accrued thereon shall only be used for the purchase of Replacement Water.

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

50. Minimal Producers. (Prior Judgment Section 42) In the interest of Justice, Minimal Producers who initiated production on or before June 21, 2012, are exempted from the operation of this Physical Solution, so long as such party's annual Production does not exceed five (5) acre-feet. Watermaster may require, and Minimal Producers shall furnish, specific periodic reports. In addition, Watermaster may conduct such investigation of future operations of any Minimal Producer as may be appropriate. As of June 21, 2012, there shall be no new Minimal Producers, and any new Producer shall be subject to all provisions of the Judgment. (Amended 6/21/12)

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

G. MISCELLANEOUS PROVISIONS

52. Puente Narrows Flow. (Prior Judgment Section 44) The Puente Basin is tributary to the Main San Gabriel Basin. All Producers within said Puente Basin have been dismissed herein, based upon the Puente Narrows Agreement (Exhibit "J"), whereby Puente Basin Water Agency agreed not to interfere with surface inflow and to assure continuance of historic subsurface contribution of water to Main San Gabriel Basin. The Court declares said Agreement to be reasonable and fair and in full satisfaction of claims by Main San Gabriel Basin for natural water from Puente Basin.

53. Deleted Section (Amended 6/21/12)

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

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

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

Delivery to or service upon any party by Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to a party under or pursuant to the Judgment may be made by deposit thereof (or by copy thereof) in the mail, first class, postage prepaid, addressed to the Designee of the party and at the address shown in the latest designation filed by that party. In lieu of mailing any item required to be served under this Judgment, Watermaster may serve such item by electronic service, which may include posting the document to Watermaster's website, sending an e-mail of the document to that party, or sending a notice of availability to that party indicating the document's availability for viewing on the Watermaster website. If a party does not have a valid e-mail address or internet access, that party shall identify an alternative method of service to be approved by Watermaster in its sole discretion.

Any party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by Watermaster. Thereafter such party shall be

removed from the active party service list and not receive any notices required under this Judgment. The parties have a duty to keep Watermaster informed of their current e-mail and mailing addresses. If mail or e-mail is returned undeliverable to Watermaster for an incorrect address, Watermaster in its sole discretion may remove that party from the active party service list. (Amended 6/21/12)

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

(1) a Transporting Party, or

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

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

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

56. Abandonment of Rights. (Prior Judgment Section 48) It is in the interest of reasonable beneficial use of the Basin and its water supply that no party be encouraged to take and use more water in any Fiscal Year than is actually required. Failure to Produce all of the water to which a party is entitled hereunder shall not, in and of itself, be deemed or constitute an abandonment of such party's right, in whole or in part. Abandonment and extinction of any right herein Adjudicated shall be accomplished only by:

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

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

In either case, such abandonment shall be confirmed by express subsequent order of this

Court.

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

58. Judgment Binding on Successors, etc. (Prior Judgment Section 50) Subject to specific provisions hereinbefore contained, this Judgment and all provisions thereof are applicable to and binding upon and inure to the benefit of not only the parties to this action, but as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such persons.

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

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

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

DATED: June 21, 2012

s/ Maureen Duffy-Lewis
Maureen Duffy-Lewis, Judge
Specially Assigned

LEGEND

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

SAN GABRIEL MOUNTAINS

RAYMOND BASIN

SAN GABRIEL RIVER

HONDO RIVER

PUENTE HILLS

COGSWELL RESERVOIR

SAN GABRIEL RESERVOIR

MORRIS RESERVOIR

EATON WASH RESERVOIR

HOLLYWOOD RESERVOIR

SILVER LAKE RESERVOIR

RUDDINGSTONE RESERVOIR

WHITTIER NARROWS DAM

SAN ANTONIO DAM

DEVILS GATE DAM

LA CRESCENTA

LA CANADA

BURBANK

GLENDALE

PASADENA

ALTADENA

SIERRA MADRE

MONROVIA

ARCADIA

TEMPLE CITY

ALHAMBRA

SAN GABRIEL

ROSEMEAD

MONTEREY PARK

EL MONTE

KEY WELL

BALDWIN PARK

COVINA

AZUSA

GLENDORA

SAN DIMAS

LA VERNE

UPLAND

POMONA

ONTARIO

LOS ANGELES

MONTEBELLO

WHITTIER

HUNTINGTON PARK

SOUTH GATE

DOWNEY

LA HABRA

MAYWOOD

BELL

LOS ANGELES COUNTY

ORANGE COUNTY

SCALE IN MILES.

0 1 2 3 4

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

MAP OF SAN GABRIEL RIVER WATERSHED TRIBUTARY TO WHITTIER NARROWS

Thomas M. Stetson
Consulting Engineer

MAY 1972

EXHIBIT "A"

EXHIBIT "B"

BOUNDARIES OF RELEVANT WATERSHED

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

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

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

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

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

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

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

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

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

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

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;

EXHIBIT "C"

TABLE SHOWING BASE ANNUAL DIVERSION RIGHTS OF CERTAIN DIVERTERS AS OF JUNE 21, 2012

DIVERTER	BASE ANNUAL DIVERSION RIGHT (ACRE-FEET)
Covell, Ralph	2.12
(Successor to Rittenhouse, Catherine and Rittenhouse, James)[1]	
(Transferred to Aqua Capital Management LP)[2]	-2.12
	0.00
Maddock, A. G.	3.40
(Transferred to San Gabriel Valley Water Company)[2]	-3.40
	0.00
Rittenhouse, Catherine	**0.00**
(Transferred to Covell, Ralph)[1]	
Rittenhouse, James	**0.00**
(Transferred to Covell, Ralph)[1]	
Ruebhausen, Arline	18.34
(Held in common with Ruebhausen, Victor)	
(Transferred to City of Glendora)[2]	-18.34
	0.00
Ruebhausen, Victor	--
(See Ruebhausen, Arline)	
TOTAL	**0.00**

1/ Permanent transfer of rights as recorded at entry of Judgment.
2/ Permanent transfer of rights after entry of Judgment.
3/ Intervenor after Judgment.

EXHIBIT "D"

TABLE SHOWING RIGHTS AND PUMPER'S SHARE OF EACH PUMPER AS OF JUNE 21, 2012

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
6W Farms, Inc.	1,217.40	0.61599
(Formerly Woodland Farms, Inc.)		
(Transferred to:		
Miller Brewing Company	-919.50	-0.46526
Richard J. Woodland)[2]	-297.90	-0.15073
	0.00	**0.00000**
Adams Ranch Mutual Water Company	**100.00**	**0.05060**
A & E Plastik Pak Co., Inc.	**0.00**	**0.00000**
(Transferred to Industry Properties, Ltd.)[1]		
Alhambra, City of	**8,812.05**	**4.45876**
Amarillo Mutual Water Company	**709.00**	**0.35874**
American Sheds, Inc.[3]		
(Successor to Southwestern Portland Cement Company)[2]	742.00	0.37544
(Transferred to USA Waste of California, Inc.)[2]	-742.00	-0.37544
	0.00	**0.00000**
Anchor Plating Co., Inc.[3]		
(Successor to Bodger & Sons, DBA Bodger Seeds Ltd.)[2]	10.00	0.00506
(Transferred to Crown City Plating Co.)[2]	-10.00	-0.00506
	0.00	**0.00000**
Anderson Family Marital Trust[3]		
(Successor to Anderson, Ray L. and Helen T.)[2]	50.16	0.02538
(Transferred to:		
Brondino, Jeanne	-25.08	-0.01269
Heinrich, Carolyn)[2]	-25.08	-0.01269
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Anderson, Ray[3]		
(Successor to Covina Valley Unified School District)[2]	50.16	0.02538
(Transferred to Anderson, Ray L. and Helen T.)[2]	-50.16	-0.02538
	0.00	**0.00000**
Anderson, Ray L. and Helen T.[3]		
(Successor to Anderson, Ray)[2]	50.16	0.02538
(Transferred to Anderson Family Marital Trust)[2]	-50.16	-0.02538
	0.00	**0.00000**
Andrade, Macario and Consuelo; and Andrade, Robert and Jayne[3]		
(Successor to J. F. Isbell Estate, Inc.)[2]	8.36	0.00423
(Transferred to Susan Andrade)[2]	-8.36	-0.00423
	0.00	**0.00000**
Andrade, Susan[3]		
(Successor to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)[2]	8.36	0.00423
	8.36	**0.00423**
Arcadia, City of	9,252.00	4.68137
(Successor to First National Finance Corporation)[2]	60.90	0.03081
(Transferred to City of Monrovia)[2]	-951.00	-0.48119
	8,361.90	**4.23099**
Associated Southern Investment Company	16.50	0.00335
(Transferred to Southern California Edison Company)[2]	-16.50	-0.00335
	0.00	**0.00000**
AZ-Two, Inc.[3]	--	--
(See Southdown, Inc.)		
Azusa Associates, LLC[3]		
(Successor to Snyder, Esther)[2]	18.51	0.00937
(Transferred to Aqua Capital Management LP)[2]	-18.51	-0.00937
	0.00	**0.00000**
Azusa-Western Inc.	742.00	0.37544
(Transferred to Southwestern Portland Cement Co.)[2]	-742.00	-0.37544
	0.00	**0.00000**
Bahnsen & Beckman Ind., Inc.	840.50	0.42528
(Transferred to Woodland, Richard)[2]	-840.50	-0.42528
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Bahnsen, Betty M.	441.90	0.22359
(Transferred to Dawes, Mary Kay)[2]	-441.90	-0.22359
	0.00	**0.00000**
Baldwin Park County Water District	--	--
(See Valley County Water District)		
Bandel Family Trust[3]		
(Successor to Garnier, Camille A, Deceased,	16.70	0.00845
Estate of)[2]	**16.70**	**0.00845**
Banks, Gale C. and Vicki Lynn[3]		
(Successor to Doyle, Mr. and Mrs.; and	50.00	0.02530
Madruga, Mr. and Mrs.)[2]	**50.00**	**0.02530**
Base Line Water Company	430.20	0.21767
(Transferred to Hughes Development Corporation)[2]	-430.20	-0.21767
	0.00	**0.00000**
Beverly Acres Mutual Water Company	--	--
(See Beverly Acres Mutual Water Users Association)		
Beverly Acres Mutual Water Users Association	93.00	0.04706
(Formerly Beverly Acres Mutual Water Company)		
(Transferred to:		
San Gabriel Valley Water Company;	-50.00	-0.02530
Nicholson Trust)[2]	-43.00	-0.02176
	0.00	**0.00000**
Birenbaum, Max	6.00	0.00304
(Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera)		
(Transferred to City of Whittier)[2]	-6.00	-0.00304
	0.00	**0.00000**
Birenbaum, Sylvia	--	--
(See Birenbaum, Max)		
Blue Diamond Concrete Materials Div., The Flintkote Company	1,399.33	0.70804
(Transferred to Sully-Miller Contracting Co.)[2]	-1,399.33	-0.70804
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Bodger & Sons DBA Bodger Seeds Ltd.	10.00	0.00506
(Transferred to Anchor Plating Co., Inc.)[2]	-10.00	-0.00506
	0.00	**0.00000**
Botello Water Company	**0.00**	**0.00000**
Brezina, Raymond W. and Susan W. Trust 2001[3]	**0.00**	**0.00000**
Brondino, Jeanne[3]		
(Successor to Anderson Family Marital Trust)[2]	25.08	0.01269
	25.08	**0.01269**
Burbank Development Company	50.85	0.02563
(Transferred to Wright, Darrell A., Wright, Merle M. &	-50.85	-0.02563
Carlson, Jeanne W.)[2]	**0.00**	**0.00000**
Cadway, Inc.[3]		
(Successor to:		
Corcoran, Jack S. and R. L.	100.00	0.05060
Corcoran, Jack S. and R. L.	100.00	0.05060
Corcoran, Jack S. and R. L.	273.50	0.13839
Corcoran, Jack S. and R. L.	30.00	0.01518
Garnier, Janus	203.00	0.10272
Sloan Ranches	129.60	0.06558
Corcoran, Jack S. and R.L.)[2]	243.50	0.12320
(Transferred to:		
California Domestic Water Company	-243.50	-0.12321
California Domestic Water Company	-129.60	-0.06558
California Domestic Water Company)[2]	-63.30	-0.03203
	643.20	**0.32545**
Cal Fin	118.10	0.05976
(Transferred to Suburban Water Systems)[2]	-118.10	-0.05976
	0.00	**0.00000**
California-American Water Company	**7,868.70**	**3.98144**
(San Marino System)		
California Country Club[3]	**0.00**	**0.00000**
(Formerly CCC Management)		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
California Domestic Water Company	11,024.82	5.57839
(Successor to:		
Cantrill Mutual Water Company[1]	42.50	0.02150
Industry Properties, Ltd.[2]	73.50	0.03719
Modern Accent Corporation[2]	256.86	0.12997
Fisher, Russell[2]	19.00	0.00961
Graveline, George Wayne and Alexis June, Trust[2]	216.60	0.10959
Cadway, Inc.[2]	243.50	0.12321
Cadway, Inc.[2]	129.60	0.06558
Cadway, Inc.[2])	63.30	0.03203
	12,069.68	**6.10707**
California Materials Company	**0.00**	**0.00000**
CalMat	--	--
(Formerly Conrock Company)		
(See Vulcan Materials Company)		
Cantrill Mutual Water Company	**0.00**	**0.00000**
(Transferred to California Domestic Water Company)[1]		
Canyon Water Company[3]		
(Successor to McIntyre, William)[2]	1.00	0.00051
	1.00	**0.00051**
Canyon Water & Development Corporation[3]	**0.00**	**0.00000**
CCC Management[3]	--	--
(See California Country Club)		
Cedar Avenue Mutual Water Company	121.10	0.06127
(Transferred to San Gabriel Valley Water Company)[2]	-121.10	-0.06127
	0.00	**0.00000**
CEMEX California Aggregates, Inc.[3]	--	--
(Formerly Southdown)		
Champion Mutual Water Company	**147.68**	**0.07472**
Chevron U.S.A.	**2.00**	**0.00101**
(Formerly Standard Oil of California)		
Chronis, Christine[3]	--	--
(See Polopolus, et al.)		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Clayton Manufacturing Company	511.80	0.25896
(Transferred to City of Glendora)[2]	-511.80	-0.25896
	0.00	**0.00000**
Coiner, James W., dba Coiner Nursery[3]	--	--
Collison, E. O.	**0.00**	**0.00000**
Comby, Erma M.	--	--
(See Wilmott, Erma M.)		
Conrock Company	--	--
(See CalMat)		
(Formerly Consolidated Rock Products Co.)		
Consolidated Rock Products Co.	--	--
(See Conrock Company)		
Corcoran, Jack S.	747.00	0.37797
(Held in common with Corcoran, R. L.)		
(Transferred to:		
Cadway, Inc.	-100.00	-0.05060
Cadway, Inc.	-100.00	-0.05060
Cadway, Inc.	-273.50	-0.13839
Cadway, Inc.	-30.00	-0.01518
Cadway, Inc.)[2]	-243.50	-0.12320
	0.00	**0.00000**
Corcoran, R. L.	--	--
(See Corcoran, Jack S.)		
County Sanitation District No. 18 of Los Angeles County	**4.50**	**0.00228**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Covell, et al.	111.05	0.05619
(Successor to Rittenhouse, Catherine and Rittenhouse, James)[1]		
(Held in common with Tate, Phillip G. and Sieglinde A.; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry; Snyder, Esther)		
(Transferred to:		
Lakin, Kelly R.	-9.26	-0.00468
Goedert, Lillian E.	-9.26	-0.00468
Tate, Phillip G. and Sieglinde A.	-57.83	-0.02926
Snyder, Esther	-18.51	-0.00937
Aqua Capital Management LP)[2]	-16.19	-0.00820
	0.00	**0.00000**
Covina, City of	2,507.89	1.26895
(Transferred to:		
Covina Irrigating Company	-1,734.00	-0.87737
Covina Irrigating Company)[2]	-300.00	-0.15179
	473.89	**0.23979**
Covina-Valley Unified School District	50.16	0.02538
(Transferred to Anderson, Ray)[2]	-50.16	-0.02538
	0.00	**0.00000**
Crevolin, A. J.	**2.25**	**0.00114**
Crocker National Bank, Executor of the Estate of A. V. Handorf	**0.00**	**0.00000**
(Transferred to Modern Accent Corp.)[1]		
Cross Water Company	1,103.00	0.05581
(Transferred to Industry Waterworks System, City of)[2]	-1,103.00	-0.05581
	0.00	**0.00000**
Crown City Plating Company	190.00	0.09614
(Successor to Anchor Plating Co., Inc.)[2]	10.00	0.00506
(Transferred to Valencia Heights Water Company)[2]	-200.00	-0.10120
	0.00	**0.00000**
Davidson Optronics, Inc.	22.00	0.01113
(Transferred to Covina Irrigating Company)[2]	-22.00	-0.01113
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Dawes, Mary Kay[3] (Successor to Bahnsen, Betty M.)[2]	**441.90**	**0.22359**
Del Rio Mutual Water Company	**199.00**	**0.10069**
Denton, Kathryn W., Trustee for San Jose Ranch Company	185.50	0.09386
(Transferred to White, June G., Trustee of the June G. White share of the Garnier Trust)[2]	-185.50 **0.00**	-0.09386 **0.00000**
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.[3]		
(Successor to Sawpit Farms, Limited)[2]	50.00	0.02530
(Transferred to Banks, Gale C. and Vicki Lynn)[2]	-50.00 **0.00**	-0.02530 **0.00000**
Driftwood Dairy	**163.80**	**0.08288**
Duhalde, L. (Transferred to El Monte Union High School District)[1]	**0.00**	**0.00000**
Dunning, George (Held in common with Dunning, Vera H.)		
(Successor to Vera H. Dunning)[2]	324.00	0.16394
(Transferred to Dunning Trust, George A. V.)[2]	-324.00 **0.00**	-0.16394 **0.00000**
Dunning Trust, George A. V. [3]		
(Successor to Dunning, George)[2]	324.00	0.16394
(Transferred to Loyola Marymount University)[2]	-324.00 **0.00**	-0.16394 **0.00000**
Dunning, Vera H. (See Dunning, George)	324.00	0.16394
(Transferred to Dunning, George)[2]	-324.00 **0.00**	-0.16394 **0.00000**
Durfee Property, LLC[3]		
(Successor to Texaco, Inc.)[2]	50.00	0.02530
(Transferred to San Gabriel Valley Water Company)[2]	-50.00 **0.00**	-0.02530 **0.00000**
East Pasadena Water Company, Ltd.	**1,407.69**	**0.71227**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Eckis, Rollin[3]		
(Successor to Sawpit Farms, Limited)[2]	123.00	0.06224
(Transferred to City of Monrovia)[2]	-123.00	-0.06224
	0.00	**0.00000**
El Encanto Properties	33.40	0.01690
(Transferred to La Puente Valley	-33.40	-0.01690
County Water District)[2]	**0.00**	**0.00000**
El Monte, City of	2,784.23	1.40878
(Successor to W. E. Hall Company)[2]	0.20	0.00010
	2,784.43	**1.40888**
El Monte Cemetery Association	**18.50**	**0.00936**
El Monte Union High School District	9.80	0.00496
(Successor to Duhalde, L.)[1]	6.40	0.00324
(Transferred to City of Whittier)[2]	-16.20	-0.00820
	0.00	**0.00000**
Everett, Mrs. Alda B.	**0.00**	**0.00000**
(Held in common with Everett, W.B., Executor of the Estate of I. Worth Everett)		
Everett, W.B., Executor of the Estate of I. Worth Everett	--	--
(See Everett, Mrs. Alda B.)		
Faix, Incorporated	**0.00**	**0.00000**
(Successor to Frank F. Pellissier & Sons, Inc.)[1]		
(Transferred to Faix, Ltd.)[1]		
Faix, Ltd.	6,490.00	3.28384
(Successor to Faix, Incorporated)[1]		
(Transferred to Pellissier Irrevocable QTIP Trust, et al,	-6,490.00	-3.28384
Laurence R., Co-tenancy of)[2]	**0.00**	**0.00000**
First National Finance Corporation	60.90	0.03081
(Transferred to City of Arcadia)[2]	-60.90	-0.03081
	0.00	**0.00000**
Fisher, Russell	19.00	0.00961
(Held in common with Hauch, Edward and Warren, Clyde)		
(Transferred to California Domestic Water Company)[2]	-19.00	-0.00961
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Fox Family Trust Michael Edward Fox and Crystal Marie Fox, Trustees[3]		
(Successor to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery)[2]	**145.83**	**0.07378**
Frank F. Pellissier & Sons, Inc.	**0.00**	**0.00000**
(Transferred to Faix, Incorporated)[1]		
Fruit Street Water Company	207.00	0.10474
(Transferred to:		
Gifford, Brooks, Jr.,	-101.29	-0.05125
City of La Verne)[2]	-105.71	-0.05349
	0.00	**0.00000**
Garnier, Anton C. and Anita, Family Trust[3]		
(Successor to:		
South Covina Water Service	203.00	0.10271
Garnier, Camille A., Deceased, Estate of	8.30	0.00420
Garnier, Janus)[2]	3.00	0.00152
	214.30	**0.10843**
Garnier, Camille A., Deceased, Estate of[3]		
(Successor to South Covina Water Service)[2]	83.30	0.04215
(Transferred to:		
The Ruth Elaine Ailor Garnier Trust	-41.70	-0.02110
The George Wayne and Alexis June Graveline Trust	-8.30	-0.00420
The Anton C. and Anita Garnier Family Trust	-8.30	-0.00420
Janus Garnier	-8.30	-0.00420
The Bandel Family Trust)[2]	-16.70	-0.00845
	0.00	**0.00000**
Garnier, Janus[3]		
(Successor to :		
Garnier, Camille A. Deceased, Estate of	8.30	0.00420
South Covina Water Service)[2]	203.00	0.10272
(Transferred to:		
George Wayne and Alexis June Graveline Trust	-5.30	-0.00268
The Anton C. and Anita Garnier Family Trust	-3.00	-0.00152
Cadway, Inc.)[2]	-203.00	-0.10272
	0.00	**0.00000**
Garnier, Ruth Elaine Ailor, Trust[3]		
(Successor to Garnier, Camille A. Deceased,	41.70	0.02110
Estate of)[2]	**41.70**	**0.02110**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Gates, James Richard[3]	**0.00**	**0.00000**
Gifford, Brooks, Jr.[3]		
(Successor to:		
Fruit Street Water Company,	101.29	0.05125
Mission Gardens Mutual Water Company)[2]	96.96	0.04906
(Transferred to City of Whittier)[2]	-198.25	-0.10031
	0.00	**0.00000**
Gilkerson, Frank B.	--	--
(Formerly part of Covell, et al.)		
(Transferred interest in Covell, et al. to Jobe, Darr)[2]		
Glendora Unified High School District	99.00	0.05009
(Transferred to City of Glendora)[2]	-99.00	-0.05009
	0.00	**0.00000**
Goedert, Lillian E.		
(See Covell, et al.)		
(Successor to Covell, et al.)[2]	9.26	0.00468
(Transferred to Covina Irrigating Co.)[2]	-7.00	-0.00354
	2.26	**0.00114**
Goedert, Marion W.	--	--
(See Covell, et al.)		
Golden State Water Company,	**5,773.00**	**2.92105**
San Gabriel Valley District		
(Formerly Southern California Water Company)		
Graham, William	--	--
(Formerly part of Covell, et al.)		
(Transferred interest in Covell et al. to Jobe, Darr)[2]		
Graveline, George Wayne and Alexis June, Trust[3]		
(Successor to:		
South Covina Water Service	203.00	0.10271
Garnier, Camille A., Deceased, Estate of	8.30	0.00420
Garnier, Janus)[2]	5.30	0.00268
(Transferred to California Domestic Water Company)[2]	-216.60	-0.10959
	0.00	**0.00000**
Green, Walter	**71.70**	**0.03628**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Grizzle, Lissa B.	184.00	0.09310
(Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.)		
(Transferred to City of Whittier)[2]	-184.00	-0.09310
	0.00	**0.00000**
Grizzle, Mervin A.	--	--
(See Grizzle, Lissa B.)		
Hansen, Alice	**0.75**	**0.00038**
Hanson Aggregates West, Inc. [3]		
(Successor to:		
Livingston-Graham, Inc.	1,824.40	0.92312
Sully-Miller Contracting Company)[2]	489.77	0.24782
	2,314.17	**1.17094**
Hartley, David[3]	**0.00**	**0.00000**
Hauch, Edward	--	--
(See Fisher, Russell)		
Heinrich, Carolyn[3]		
(Successor to Anderson Family Marital Trust)[2]	25.08	0.01269
	25.08	**0.01269**
Hemlock Mutual Water Company	**166.00**	**0.08399**
Hollenbeck Street Water Company	**0.00**	**0.00000**
(Transferred to Suburban Water Systems)[1]		
Hughes Development Corporation[3]		
(Successor to Base Line Water Company)[2]	430.20	0.21767
(Transferred to:		
San Gabriel County Water District	-400.00	-0.20239
San Gabriel County Water District)[2]	-30.20	-0.01528
	0.00	**0.00000**
Hunter, Lloyd F.[3]		
(Successor to Wade, R.)[2]	4.40	0.00223
(Transferred to Covina Irrigating Company)[2]	-4.40	-0.00223
	0.00	**0.00000**
Hydro-Conduit Corporation	**0.00**	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Industry Waterworks System, City of[3]		
(Successor to Cross Water Company)[2]	1,103.00	0.55810
	1,103.00	**0.55810**
Industry Properties, Ltd.		
(Successor to A & E Plastik Pak Co., Inc.)[1]	73.50	0.03719
(Transferred to California Domestic Water Co.)[2]	-73.50	-0.03719
	0.00	**0.00000**
Irwindale, City of[3]		
(Successor to United Concrete Pipe Corporation)[2]	376.00	0.19025
	376.00	**0.19025**
J. F. Isbell Estate, Inc.	8.36	0.00423
(Transferred to Andrade, Macario and	-8.36	-0.00423
Consuelo; and Andrade, Robert and Jayne)[2]	**0.00**	**0.00000**
Jerris, Helen[3]	--	--
(See Polopolus, et al.)		
Jobe, Darr[3]	--	--
(Formerly part of Covell, et al.)		
(Successor to:		
Gilkerson, Frank B. interest in Covell et al.		
Graham, William interest in Covell et al.)[2]		
(Transferred interest in Covell et al. to Tate, Phillip G. and Sieglinde A.)[2]		
Kirklen Family Trust[3]	375.00	0.18974
(Formerly Kirklen, Dawn L.)		
(Held in common with Kirklen, William R.)		
(Successor to San Dimas-La Verne	62.50	0.03162
Recreational Facilities Authority)[2]		
(Transferred to		
Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery)[2]	-437.50	-0.22136
	0.00	**0.00000**
Kirklen, Dawn L.	--	--
(See Kirklen Family Trust)		
Kirklen, Jeffery[3]	**145.84**	**0.07379**
(Successor to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery)[2]		
Kirklen, William R.	--	--
(See Kirklen, Dawn L.)		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Kiyan Farms	30.00	0.01518
(Formerly Kiyan, Hideo)		
(Transferred to West Covina Venture, Ltd.)[2]	-30.00	-0.01518
	0.00	**0.00000**
Kiyan, Hideo	--	--
(See Kiyan Farms)		
(Held in common with Kiyan, Hiro)		
Kiyan, Hiro	--	--
(See Kiyan, Hideo)		
Knight, Kathryn M.[3]		
(Successor to Knight, William)[2]	227.88	0.11530
(Transferred to Knight, William)[2]	-227.88	-0.11530
	0.00	**0.00000**
Knight, William	227.88	0.11530
(Transferred to Knight, Kathryn M.)[2]	-227.88	-0.11530
(Successor to Knight, Kathryn M.)[2]	227.88	0.11530
	227.88	**0.11530**
Lakin, Kelly R.[3]		
(See Covell, et al.)		
(Successor to Covell, et al.)[2]	9.26	0.00468
(Transferred to:		
Covina Irrigating Co.	-6.03	-0.00305
Covina Irrigating Co.)[2]	-3.23	-0.00163
	0.00	**0.00000**
Lakin, Kendall R.[3]	--	--
(See Covell, et al.)		
Landeros, John	**0.75**	**0.00038**
La Grande Source Water Company	**0.00**	**0.00000**
(Transferred to Suburban Water Systems)[1]		
Lang, Frank	**0.00**	**0.00000**
(Transferred to San Dimas-La Verne Recreational Facilities Authority)[1]		
La Puente Cooperative Water Co.	**0.00**	**0.00000**
(Transferred to Suburban Water Systems)[1]		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
La Puente Valley County Water District	1,097.00	0.55507
(Successor to El Encanto Properties)[2]	33.40	0.01690
	1,130.40	**0.57197**
La Verne, City of	250.00	0.12650
(Successor to Fruit Street Water Co.)[2]	105.71	0.05349
(Transferred to Covina Irrigating Co.)[2]	-355.71	-0.17999
	0.00	**0.00000**
Lee, Paul M. and Ruth A.; Nasmyth, Virginia; Nasmyth, John[3]	**0.00**	**0.00000**
Little John Dairy	**0.00**	**0.00000**
Livingston-Graham, Inc.	1,824.40	0.92312
(Transferred to Hanson Aggregates West, Inc.)[2]	-1,824.40	-0.92312
	0.00	**0.00000**
Los Flores Mutual Water Company	26.60	0.01346
(Transferred to City of Monterey Park)[2]	-26.60	-0.01346
	0.00	**0.00000**
Loucks, David	**3.00**	**0.00152**
Lovelady, June G., Trustee[3]		
(Successor to White, June G., Trustee of the June G. White Share of the Garnier Trust)[2]	185.50	0.09386
	185.50	**0.09386**
Loyola Marymount University[3]		
(Successor to George A.V. Dunning Trust)[2]	324.00	0.16394
(Transferred to City of Glendora)[2]	-324.00	-0.16394
	0.00	**0.00000**
Maggiore, Valarie[3]		
(Successor to Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffrey)[2]	**145.83**	**0.07379**
Maggiore, Valarie; Fox, Crystal; and Kirklen, Jeffery[3]		
(Successor to Kirklen Family Trust)[2]	437.50	0.22136
(Transferred to:		
(Maggiore, Valarie;	-145.83	-0.07379
Kirklen, Jeffrey;	-145.84	-0.07379
Fox Family Trust, Michael Edward Fox and Crystal Marie Fox, Trustees)[2]	-145.83	-0.07378
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Manning Bros. Rock & Sand Co.	328.00	0.16596
(Transferred to Conrock Company)[2]	-328.00	-0.16596
	0.00	**0.00000**
Maple Water Company	118.50	0.05996
(Transferred to Southwest Water Co.)[2]	-118.50	-0.05996
	0.00	**0.00000**
Martinez, Frances Mercy	**0.75**	**0.00038**
(Held in common with Martinez, Jaime)		
Martinez, Jaime	--	--
(See Martinez, Frances Mercy)		
Massey-Ferguson Company	**0.00**	**0.00000**
McIntyre, William[3]		
(Successor to West Covina Venture, Ltd.)[2]	30.00	0.01518
(Transferred to Canyon Water Company)[2]	-1.00	-0.00051
	29.00	**0.01467**
Miller Brewing Company	111.01	0.05617
(Successor to:		
Maechtlen, Estate of J.J.	151.50	0.07666
Phillips, Alice B., et al.	50.00	0.02530
South Covina Water Service	300.00	0.15180
Woodland Farms	919.50	0.46526
Woodland, Richard)[2]	840.50	0.42528
(Transferred to Miller Breweries West, L.P.)[2]	-2,372.51	-1.20047
	0.00	**0.00000**
Miller Breweries West, L.P.[3]		
(Successor to Miller Brewing Company)[2]	2,372.51	1.20047
(Transferred to MillerCoors LLC)[2]	-2,372.51	-1.20047
	0.00	**0.00000**
MillerCoors LLC[3]		
(Successor to Miller Breweries West, L.P.)[2]	**2,372.51**	**1.20047**
Mission Gardens Mutual Water Company	96.96	0.04906
(Transferred to Gifford, Brooks, Jr.)[2]	-96.96	-0.04906
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Modern Accent Corporation		
(Successor to Crocker National Bank, Executor of the Estate of A. V. Handorf)[1]	256.86	0.12997
(Transferred to California Domestic Water Co.)[2]	-256.86	-0.12997
	0.00	**0.00000**
Monterey Park, City of	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.)[2]	26.60	0.01346
	6,704.08	**3.39216**
Munoz, Ralph E.[3]	**0.00**	**0.00000**
Murphy Ranch Mutual Water Company	223.23	0.11295
(Transferred to Southwest Suburban Water)[2]	-223.23	-0.11295
	0.00	**0.00000**
Namimatsu Farms	196.00	0.09917
(Transferred to California Cities Water Co.)[2]	-196.00	-0.09917
	0.00	**0.00000**
Nick Tomovich & Sons	**0.02**	**0.00001**
Nicholson Trust[3]		
(Successor to Beverly Acres Mutual Water Users Association)[2]	43.00	0.02176
(Transferred to:		
Nicholson Family Trust	-7.00	-0.00354
Nicholson Trust, Helene S.)[2]	-12.00	-0.00607
	24.00	**0.01215**
Nicholson Family Trust[3]		
(Successor to Nicholson Trust)[2]	7.00	0.00354
	7.00	**0.00354**
Nicholson Trust, Helene S.[3]		
(Successor to Nicholson Trust)[2]	12.00	0.00607
(Transferred to San Gabriel Valley Water Co.)[2]	-12.00	-0.00607
	0.00	**0.00000**
New Owl Rock Products[3]		
(Successor to Owl Rock Products Co.)[2]	715.60	0.36208
(Transferred to Robertson's Ready Mix, Ltd.)[2]	-715.60	-0.36208
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
No. 17 Walnut Place Mutual Water Co.	21.50	0.01088
(Transferred to San Gabriel Valley Water Co.)[2]	-21.50	-0.01088
	0.00	**0.00000**
Orange Production Credit Association[3]	**0.00**	**0.00000**
Owl Rock Products Co.	715.60	0.36208
(Transferred to New Owl Rock Products)[2]	-715.60	-0.36208
	0.00	**0.00000**
Pacific Rock & Gravel Co.	408.00	0.20644
(Transferred to:	-208.00	-0.10524
City of Whittier,	-200.00	-0.10120
Rose Hills Memorial Park Association)[2]	**0.00**	**0.00000**
Park Water Company	184.01	0.09311
(Transferred to Valley County Water District)[2]	-184.01	-0.09311
	0.00	**0.00000**
Parton Family Trust[3]	46.20	0.02338
(Formerly Via, H., Trust of)[2]		
(Transferred to San Gabriel Valley Water Company)[2]	-46.20	-0.02338
	0.00	**0.00000**
Pellissier Irrevocable QTIP Trust, et al, Laurence R., Co-tenancy of [3]		
(Successor to Faix, Ltd)[2]	6,490.00	3.28384
	6,490.00	**3.28384**
Penn, Margaret[3]	--	--
(See Polopolus, et al.)		
Pico County Water District	**0.75**	**0.00038**
Polopolus, John[3]	--	--
(See Polopolus, et al.)		
Polopolus, et al.[3]		
(Successor to Polopolus, Steve)[2]	22.50	0.01138
(Held in common with Chronis, Christine;	**22.50**	**0.01138**
Jerris, Helen; Penn, Margaret; Polopolus, John)		
Polopolus, Steve	22.50	0.01138
(Transferred to Polopolus, et al.)[2]	-22.50	-0.01138
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter)	**43.00**	**0.02176**
Rados, Stephen (See Rados, Alexander)	--	--
Rados, Walter (See Rados, Alexander)	--	--
Richwood Mutual Water Company	192.60	0.09745
(Transferred to San Gabriel Valley Water Company)[2]	-192.60	-0.09745
	0.00	**0.00000**
Rincon Ditch Company	628.00	0.31776
(Transferred to Workman Mill Investment Company)[2]	-628.00	-0.31776
	0.00	**0.00000**
Rincon Irrigation Company	314.00	0.15888
(Transferred to Workman Mill Investment Company)[2]	-314.00	-0.15888
	0.00	**0.00000**
Rio Hondo Memorial Foundation, The[3] (Formerly Rose Hills Foundation, The) (See Rose Hills Foundation, The)	--	--
Rittenhouse, Catherine (Transferred to Covell, Ralph)[1]	**0.00**	**0.00000**
Rittenhouse, James (Transferred to Covell, Ralph)[1]	**0.00**	**0.00000**
Robertson's Ready Mix, Ltd.[3]		
(Successor to New Owl Rock Products)[2]	715.60	0.36208
(Transferred to San Gabriel County Water District)[2]	-715.60	-0.36208
	0.00	**0.00000**
Rose Hills Memorial Park Association (See Rose Hills Foundation, The)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Rose Hills Foundation, The[3]		
(Formerly Rose Hills Memorial Park Association)		
(See Rio Hondo Memorial Foundation, The)		
(Formerly Rio Hondo Memorial Foundation, The)	594.00	0.30055
(Successor to Pacific Rock & Gravel Co.)[2]	200.00	0.10120
(Transferred to:		
Workman Mill Investment Co.	-594.00	-0.30055
Workman Mill Investment Co.)[2]	-200.00	-0.10120
	0.00	**0.00000**
Rosemead Development, Ltd.[3]		
(Successor to Thompson, Earl W.)[2]	1.00	0.00051
	1.00	**0.00051**
Rurban Homes Mutual Water Company	**217.76**	**0.11018**
Ruth, Roy	**0.75**	**0.00038**
San Dimas Golf Inc. DBA Via Verde County Club[3]	**0.00**	**0.00000**
San Dimas-La Verne Recreational Facilities Authority		
(Successor to Lang, Frank)[1]	62.50	0.03162
(Transferred to Kirklen, Dawn L. and William R.)[2]	-62.50	-0.03162
	0.00	**0.00000**
San Gabriel Country Club	**286.10**	**0.14476**
San Gabriel County Water District	4,250.00	2.15044
(Successor to:		
Hughes Development Corporation	400.00	0.20239
Hughes Development Corporation	30.20	0.01528
Robertson's Ready Mix, Ltd.)[2]	715.60	0.36208
	5,395.80	**2.73019**
San Gabriel Valley Municipal Water District	**0.00**	**0.00000**
Sawpit Farms, Limited	173.00	0.08754
(Transferred to:		
Eckis, Rolin	-123.00	-0.06224
Doyle and Madruga)[2]	-50.00	-0.02530
	0.00	**0.00000**
Schneiderman, Alan	--	--
(See Birenbaum, Max)		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Schneiderman, Lydia (See Birenbaum, Max)	--	--
Security Pacific National Bank, Co-trustee for the Estate of Winston F. Stoody (See Stoody, Virginia A.)	38.70	0.01958
(Transferred to City of Whittier)[2]	-38.70	-0.01958
	0.00	**0.00000**
Sierra La Verne Country Club[3]	**0.00**	**0.00000**
Sierra Madre, City of	**0.00**	**0.00000**
Sloan Ranches	129.60	0.06558
(Transferred to Cadway, Inc.)[2]	-129.60	-0.06558
	0.00	**0.00000**
Smith, Charles[3]	**0.00**	**0.00000**
Snyder, Esther[3]		
(Successor to Covell, et al)[2]	18.51	0.00937
(Transfered to Azusa Associates, LLC)[2]	-18.51	-0.00937
	0.00	**0.00000**
Snyder, Harry (See Covell, et al.)	--	--
Sonoco Products Company	**311.60**	**0.15766**
South Covina Water Service	992.30	0.50209
(Transferred to:		
Miller Brewing Company	-300.00	-0.15180
Anton C. and Anita Garnier Family Trust	-203.00	-0.10271
The George Wayne and Alexis June Graveline Trust	-203.00	-0.10271
The Estate of Camille A. Garnier, Deceased	-83.30	-0.04215
Garnier, Janus)[2]	-203.00	-0.10272
	0.00	**0.00000**
Southdown, Inc.[3] (Formerly AZ-Two, Inc.) (See CEMEX California Aggregates, Inc.)	--	--
Southern California Edison Company	155.25	0.07855
(Successor to Associated		
Southern Investment Company)[2]	16.50	0.00835
	171.75	**0.08690**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Southern California Water Company, San Gabriel Valley District (See Golden State Water Company, San Gabriel Valley District)	--	--
South Pasadena, City of	**3,567.70**	**1.80520**
Southwest Suburban Water (See Suburban Water Systems)	--	--
Southwest Water Company [3] (Successor to Maple Water Company)[2]	118.50 **118.50**	0.05996 **0.05996**
Southwestern Portland Cement Company[3] (Successor to Azusa Western, Inc.)[2] (Transferred to American Sheds, Inc.)[2]	742.00 -742.00 **0.00**	0.37544 -0.37544 **0.00000**
Speedway 605, Inc.[3]	**0.00**	**0.00000**
Standard Oil Company of California (See Chevron U.S.A.)	--	--
Sterling Mutual Water Company	**120.00**	**0.06072**
Stoody, Virginia A., Co-trustee for the	--	--
Stoody, Winston F., Estate of (See Security Pacific National Bank, Co-trustee)	--	--
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to:	20,462.47	10.35370
Hollenbeck Street Water Company[1]	646.39	0.32706
La Grande Source Water Company[1]	1,078.00	0.54545
La Puente Cooperative Water Co.[1]	1,210.90	0.61270
Valencia Valley Water Company[1]	651.50	0.32965
Victoria Mutual Water Company[1]	469.60	0.23761
Cal Fin[2]	118.10	0.05976
Murphy Ranch Mutual Water Co.[2])	223.23	0.11295
	24,860.19	**12.57888**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Sully-Miller Contracting Company[3]		
(Successor to Blue Diamond Concrete	1,399.33	0.70804
Materials Div., The Flintkote Company)[2]		
(Transferred to:		
United Rock Products Corporation	-909.56	-0.46022
Hanson Aggregates West, Inc.)[2]	-489.77	-0.24782
	0.00	**0.00000**
Sunny Slope Water Company	**2,228.72**	**1.12770**
Tate, Phillip G. and Sieglinde A.[3]	**57.83**	**0.02926**
(See Covell,et al.)		
(Successor to Jobe, Darr interest in Covell, et al.)[2]		
(Successor to Covell, et al.)[2]		
Taylor Herb Garden	6.00	0.00304
(Transferred to Covina Irrigating Company)[2]	-6.00	-0.00304
	0.00	**0.00000**
Texaco, Inc. (Chevron U.S.A., Inc.)	50.00	0.02530
(Transferred to Durfee Property, LLC)[2]	-50.00	-0.02530
	0.00	**0.00000**
Thompson, Earl W.	1.00	0.00051
(Held in common with Thompson, Mary)		
(Transferred to Rosemead Development, Ltd.)[2]	-1.00	-0.00051
	0.00	**0.00000**
Thompson, Mary	--	--
(See Thompson, Earl W.)		
Tran, Hieu[3]	**0.00**	**0.00000**
Tyler Nursery	**3.21**	**0.00162**
United Concrete Pipe Corporation	376.00	0.19025
(Transferred to Irwindale, City of)[2]	-376.00	-0.19025
	0.00	**0.00000**
United Rock Products Corporation[3]		
(Successor to:		
Sully Miller Contracting Company)[2]	909.56	0.46022
	909.56	**0.46022**
USA Waste of California, Inc.[3]		
(Successor to American Sheds, Inc.)[2]	742.00	0.37544
(Transferred to Aqua Capital Management LP)[2]	-742.00	-0.37544
	0.00	**0.00000**

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
U.S. Pipe & Foundry Company[3] (See United Concrete Pipe Corporation)	--	--
Valencia Heights Water Company	861.00	0.43565
(Successor to Crown City Plating Company)[2]	200.00	0.10120
	1,061.00	**0.53685**
Valencia Valley Water Company (Transferred to Suburban Water Systems)[1]	**0.00**	**0.00000**
Vallecito Water Company	2,867.00	1.45066
(Transferred to San Gabriel Valley	-2,867.00	-1.45066
Water Company)[2]	**0.00**	**0.00000**
Valley County Water District	5,775.00	2.92206
(Formerly Baldwin Park County Water District)		
(Successor to Park Water Company)[2]	184.01	0.09311
	5,959.01	**3.01517**
Valley Crating Company	**0.00**	**0.00000**
Valley View Mutual Water Company	**616.00**	**0.31169**
Via, H. (See Via, H., Trust of)	--	--
Via, H., Trust of (Formerly Via, H.) (See Parton Family Trust)	--	--
Victoria Mutual Water Company (Transferred to Suburban Water Systems)[1]	**0.00**	**0.00000**
Vietnamese American Buddhist Temple Congregation[3]	**0.00**	**0.00000**
Vulcan Materials Company		
(Formerly CalMat)		
(Successor to Manning Bros. Rock & Sand Co.)[2]	1,793.35	0.90740
	1,793.35	**0.90740**
Wade, R.	4.40	0.00223
(Transferred to Hunter, Lloyd F.)[2]	-4.40	-0.00223
	0.00	**0.00000**
Ward Duck Company (See Woodland Farms, Inc.)	--	--

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Warren, Clyde	--	--
(See Fisher, Russell)		
W. E. Hall Company	0.20	0.00010
(Transferred to City of El Monte)[2]	-0.20	-0.00010
	0.00	**0.00000**
West Covina Venture, Ltd.[3]		
(Successor to Kiyan Farms)[2]	30.00	0.01518
(Transferred to McIntyre, William)[2]	-30.00	-0.01518
	0.00	**0.00000**
White, June G., Trustee of the		
June G. White Share of the Garnier Trust[3]		
(Successor to Denton, Kathryn W.,	185.50	0.09386
Trustee for the San Jose Ranch Company)[2]		
(Transferred to Lovelady, June G., Trustee)[2]	-185.50	-0.09386
	0.00	**0.00000**
Whittier, City of	7,620.23	3.85572
(Successor to:		
Grizzle, Lissa B.	184.00	0.09310
Pacific Rock and Gravel Co.	208.00	0.10524
Security Pacific National Bank,		
Co-trustee for the Estate of Winston F. Stoody	38.70	0.01958
El Monte Union High School District	16.20	0.00820
Gifford, Brooks, Jr.	198.25	0.10031
Birenbaum, Max)[2]	6.00	0.00304
	8,271.38	**4.18519**
Wigodsky, Bernard	--	--
(See Birenbaum, Max)		
Wigodsky, Estera	--	--
(See Birenbaum, Max)		
Wilmott, Erma M.	**0.75**	**0.00038**
(Formerly Comby, Erma M.)		
Wilson, Harold R.	--	--
(See Grizzle, Lissa B.)		
Wilson, Sarah C.	--	--
(See Grizzle, Lissa B.)		

PUMPER	PRESCRIPTIVE PUMPING ACRE-FEET	PUMPER'S SHARE %
Woodland Farms, Inc.	--	--
(See 6W Farms, Inc.)		
(Formerly Ward Duck Company)		
Woodland, Frederick G.[3]	--	--
Woodland, Richard[3]		
(Successor to Bahnsen & Beckman Ind., Inc.)[2]	840.50	0.42528
(Transferred to Miller Brewing Company)[2]	-840.50	-0.42528
(Successor to 6W Farms, Inc.)[2]	297.90	0.15073
(Transferred to Aqua Capital Management LP)[2]	-297.90	-0.15073
	0.00	**0.00000**
Workman Mill Investment Company[3]		
(Successor to:		
Rincon Ditch Company	628.00	0.31776
Rincon Irrigation Company	314.00	0.15888
Rose Hills Memorial Park Association	594.00	0.30055
Rose Hills Foundation, The)[2]	200.00	0.10120
	1,736.00	**0.87839**
Wright, Darrell A., Wright, Merle M. & Carlson, Jeanne W.[3]		
(Successor to Burbank Development Co.)[2]	50.65	0.02563
(Transferred to San Gabriel Valley Water Company)[2]	-50.65	-0.02563
	0.00	**0.00000**
Totals for Exhibit "D"	**129,765.87**	**65.65953**
Totals for Exhibit "E"	**67,868.56**	**34.34047**
GRAND TOTALS	**197,634.43**	**100.00000**

1/ Permanent transfer of rights as recorded at entry of Judgment.
2/ Permanent transfer of rights after entry of Judgment.
3/ Intervenor after Judgment.

EXHIBIT "E"

TABLE SHOWING PRODUCTION RIGHT OF EACH INTEGRATED PRODUCER AS OF JUNE 21, 2012

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Aqua Capital Management LP[3]			
(Successor to:			
Covell, Ralph	2.12	0.00	0.00000
Covell et al.	0.00	16.19	0.00820
Azusa Associates, LLC	0.00	18.51	0.00937
USA Waste of California, Inc.	0.00	742.00	0.37544
Richard Woodland)[2]	0.00	297.90	0.15073
	2.12	**1,074.60**	**0.54374**
Azusa, City of	0.00	3,655.99	1.84988
(Successor to Monrovia Nursery Company)[2]	363.00	0.00	0.00000
	363.00	**3,655.99**	**1.84988**
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
(Transferred to:			
Azusa Valley Water Company	-830.00	-1,437.73	-0.72747
Azusa Valley Water Company)[2]	-170.00	-294.47	-0.14900
	0.00	**0.00**	**0.00000**
Azusa Foot-Hill Citrus Company	718.50	0.00	0.00000
(Transferred to Monrovia Nursery Company)[2]	-718.50		
	0.00	**0.00**	**0.00000**
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
(Successor to:			
Azusa Agricultural Water Company	830.00	1,437.73	0.72747
Azusa Agricultural Water Company)[2]	170.00	294.47	0.14900
	3,422.00	**10,006.20**	**5.06299**
Brierly, Susan K.[3]			
(Successor to Monrovia Nursery Company)[2]	24.00	0.00	0.00000
(Transferred to Miles R. Rosedale)[2]	-8.00		
	16.00	**0.00**	**0.00000**
California-American Water Company (Duarte System)	**1,672.00**	**3,649.00**	**1.84634**

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
California Cities Water Company (See Southern California Water Company, San Dimas District)	--	--	--
Covina Irrigating Company	2,514.00	4,140.00	2.09478
(Successor to:			
City of Covina		1,734.00	0.87737
City of Covina		300.00	0.15179
Taylor Herb Garden		6.00	0.00304
La Verne, City of		355.71	0.17999
Davidson Optronics, Inc.		22.00	0.01113
Goedert, Lillian		7.00	0.00354
Lakin, Kelly R.		6.03	0.00305
Hunter, Lloyd F.		4.40	0.00223
Lakin, Kelly R.)[2]		3.23	0.00163
	2,514.00	**6,578.37**	**3.32855**
CV Glendora 3 Site, LLC)[3]			
(Successor to:			
Rosedale, Miles R.	184.00	0.00	0.00000
Monrovia Nursery Company)[2]	10.00	0.00	0.00000
	194.00	**0.00**	**0.00000**
DeFalco, John and Carole[3]			
(Successor to Nickowitz, at al.)[2]	1.49	0.00	0.00000
	1.49	**0.00**	**0.00000**
Glendora, City of	17.00	8,258.00	4.17842
(Successor to:			
Maechtlen, Estate of J. J.		150.00	0.07590
Maechtlen, Trust of P. A.		50.00	0.02530
Ruebhausen, Arline	18.34		
Glendora Unified High School District		99.00	0.05009
Loyola Marymount University		324.00	0.16394
Clayton Manufacturing Company)[2]		511.80	0.25896
	35.34	**9,392.80**	**4.75261**
Golden State Water Company, San Dimas District[3]	500.00	3,242.53	1.64067
(Formerly California Cities Water Company)			
(Successor to Namimatsu Farms)[2]		196.00	0.09917
	500.00	**3,438.53**	**1.73984**

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
JUH#1[3]			
(Successor to Monrovia Nursery Company)[2]	48.00	0.00	0.00000
(Transferred to Miles R. Rosedale)[2]	-16.00		
	32.00	**0.00**	**0.00000**
Los Angeles, County of	**310.00**	**3,721.30**	**1.88292**
Maechtlen, Estate of J. J., Trustee for the Estate of P.A. Maechtlen	0.00	301.50	0.15256
(Transferred to:			
City of Glendora		-150.00	-0.07590
Miller Brewing Company)[2]		-151.50	-0.07666
	0.00	**0.00**	**0.00000**
Maechtlen, Trust of J. J.[3]	1.49	0.00	0.00000
(Transferred to Otting, David;	-1.49	0.00	0.00000
Otting, Larry; and Webster, Scott)[2]			
(Successor to Otting, David;	1.49	0.00	0.00000
Otting, Larry; and Webster, Scott)[2]			
(Transferred to Nikowitz, et al)[2]	-1.49	0.00	0.00000
	0.00	**0.00**	**0.00000**
Maechtlen, Trust of P. A.[3]	0.50	100.50	0.05085
(Transferred to:			
City of Glendora		-50.00	-0.02530
Alice B. Phillips, et al.)[2]	-0.50	-50.50	-0.02555
	0.00	**0.00**	**0.00000**
The Metropolitan Water District of of Southern California	**9.59**	**165.00**	**0.08349**
Monrovia, City of	1,098.00	5,042.22	2.55129
(Successor to:			
Eckis, Rollin		123.00	0.06224
City of Arcadia)[2]		951.00	0.48119
	1,098.00	**6,116.22**	**3.09472**

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
Monrovia Nursery Company	239.50	0.00	0.00000
(Successor to Azusa Foothill	718.50	0.00	0.00000
Citrus Company)[2]			
(Transferred:			
City of Azusa	-363.00	0.00	0.00000
Brierly, Susan K.	-24.00	0.00	0.00000
Rosedale, Miles R.	-191.00	0.00	0.00000
VanLandingham, Richard	-21.00	0.00	0.00000
JUH#1	-48.00	0.00	0.00000
Rosedale, Lance	-32.00	0.00	0.00000
CV Glendora 3 Site, LLC)[2]	-10.00	0.00	0.00000
	269.00	**0.00**	**0.00000**
Nikowitz, et al[3]			
(Successor to Maechtlen, Trust of J. J.)[2]	1.49	0.00	0.00000
(Held in common with Nikowitz, Sheryl M. and Walter P.; Pellegrino, Mark and Roxanne; Verdegem, Thomas and Sandra B.)			
(Transferred to DeFalco, John and Carole)[2]	-1.49	0.00	0.00000
	0.00	**0.00**	**0.00000**
Otting, David; Otting, Larry; and Webster, Scott[3]			
(Successor to Maechtlen, Trust of J. J.)[2]	1.49	0.00	0.00000
(Transferred to Maechtlen, Trust of J. J.)[2]	-1.49	0.00	0.00000
	0.00	**0.00**	**0.00000**
Phillips, Alice B., et al.[3]			
(Successor to Maechtlen, Trust of P. A.)[2]	0.50	50.50	0.02555
(Transferred to Miller Brewing Co.)[2]		-50.00	-0.02530
	0.50	**0.50**	**0.00025**
Rosedale, Lance[3]			
(Successor to Monrovia Nursery Company)[2]	**32.00**	**0.00**	**0.00000**
Rosedale, Miles R.[3]			
(Successor to Monrovia Nursery Company)[2]	191.00	0.00	0.00000
(Transferred to CV Glendora 3 Site, LLC)[2]	-184.00	0.00	0.00000
(Successor to:			
Susan K. Brierly	8.00	0.00	0.00000
JUH#1)[2]	16.00	0.00	0.00000
	31.00	**0.00**	**0.00000**

INTEGRATED PRODUCER	DIVERSION COMPONENT ACRE-FEET	PRESCRIPTIVE PUMPING COMPONENT ACRE-FEET	PUMPING COMPONENT SHARE %
San Gabriel Valley Water Company	0.00	16,659.00	8.42920
(Successor to:			
Vallecito Water Co.		2,867.00	1.45066
No. 17 Walnut Place Mutual Water Co.		21.50	0.01088
Cedar Avenue Mutual Water Company		121.10	0.06127
Beverly Acres Mutual Water Users Association		50.00	0.02530
Richwood Mutual Water Company		192.60	0.09745
Nicholson Trust, Helene S.		12.00	0.00607
Durfee Property, LLC		50.00	0.02530
Wright, Darrell A., Wright, Merle M. and Carlson, Jeanne W.		50.65	0.02563
Parton Family Trust		46.20	0.02338
Maddock, A.G.)[2]	3.40		
	3.40	**20,070.05**	**10.15514**
VanLandingham, Richard[3]			
(Successor to Monrovia Nursery Company)[2]	**21.00**	**0.00**	**0.00000**
TOTAL	**10,526.44**	**67,868.56**	**34.34047**

1/ Permanent transfer of rights as recorded at entry of Judgment.
2/ Permanent transfer of rights after entry of Judgment.
3/ Intervenor after Judgment.

EXHIBIT "F"

TABLE SHOWING
SPECIAL CATEGORY RIGHTS

PARTY	NATURE OF RIGHT
*The Metropolitan Water District of Southern California *Transferred to the San Gabriel Valley Protective Association 05/07/1996.	Morris Reservoir Storage and Withdrawal (a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174. (b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidental Morris Dam facilities.
Los Angeles County Flood Control District (now Los Angeles County Department of Public Works)	Puddingstone Reservoir Prior Prescriptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.

EXHIBIT "G"

TABLE SHOWING
NON-CONSUMPTIVE USERS

PARTY	NATURE OF RIGHT
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery	"Committee-of-Nine" Spreading Right To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in exhibit "E".
California-American Water Company (Duarte System)	Spreading Right 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	Spreading Right To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
San Gabriel Valley Protective Association	Spreading Right To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.
Golden State Water Company (formerly *California Cities Water Company*)	Spreading Right To continue to spread waters from San Dimas Wash without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
Los Angeles County Flood Control District	Temporary storage of storm flow for regulatory purposes; Spreading and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water. Maintenance and operation 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 and subject to Section 47 of the Judgment (Amended 6/21/12):

(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.

(d) **Purchased Water Plan.** On or before November 1 of each year, Watermaster shall prepare and distribute to the Responsible Agencies a three-year projection of its Supplemental Water purchases from each agency. Watermaster shall, to the extent feasible, coordinate the tentative schedule for delivery and payment of those purchases with each agency. (Amended 6/21/12)

4. **Replacement Assessment Rates.** The Replacement Assessment rates may be in an amount calculated to allow Watermaster to purchase more than one acre-foot of Supplemental Water for each acre-foot of excess Production to which such Assessment applies, when such purchases are prudent in order to secure necessary Supplemental Water supplies for the benefit of the Basin and parties. In accordance with Rules and Regulations adopted by Watermaster, to the extent Watermaster purchases more than one acre-foot of Supplemental Water for each acre-foot of excess Production to which such Assessment applies, a credit shall be issued to the affected Producers at the time such excess water is purchased. (Amended 6/21/12)

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.

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

C. COVENANTS

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

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

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

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

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

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

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

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

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

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

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

b. Subsurface Outflow. To the extent that

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

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

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

Exhibit "J"

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

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

By _____
Attorneys for Puente Agency

PUENTE BASIN AGENCY

By _____
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 _____
P. BOURDET
Vice President

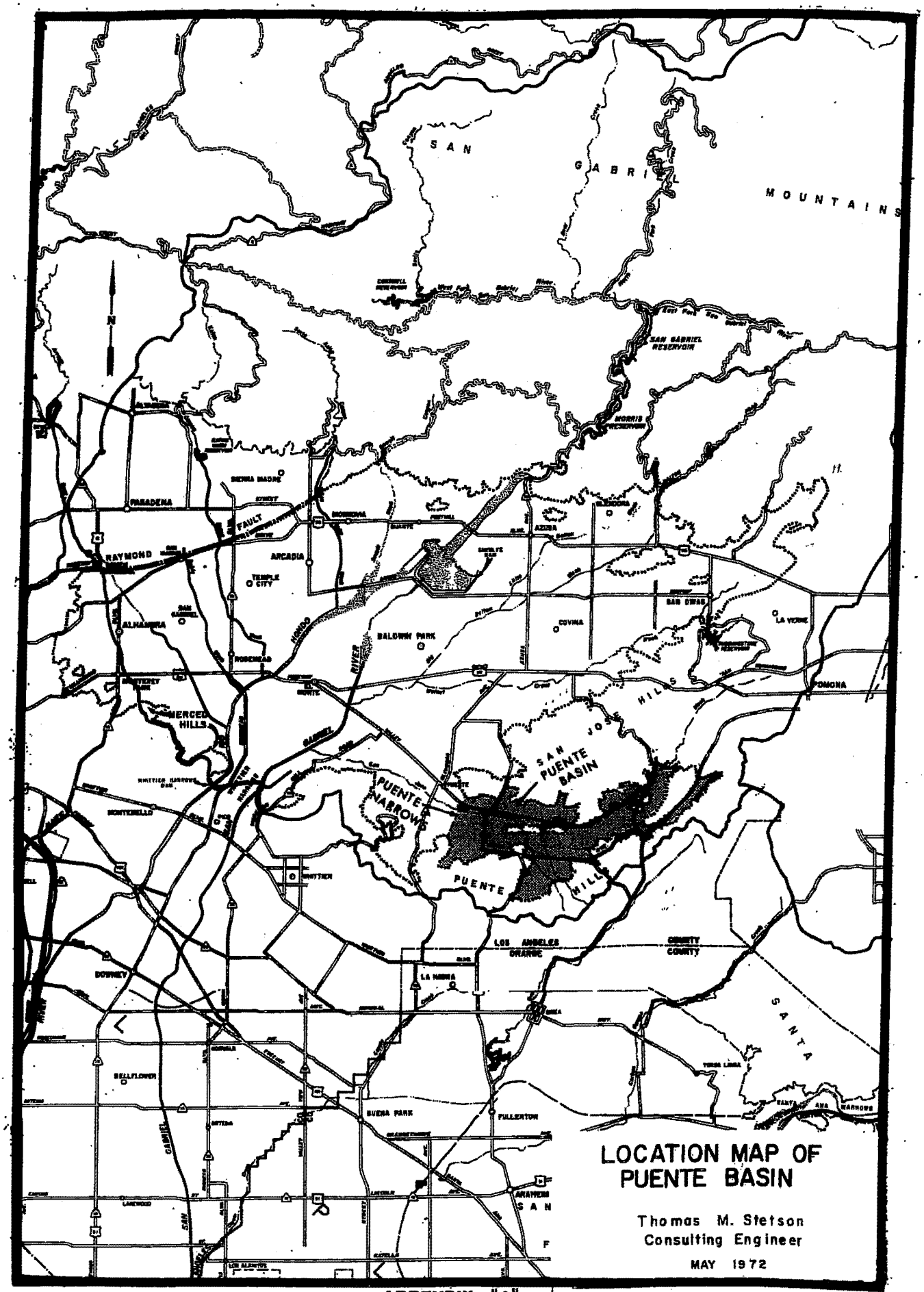
Approved as to form:

_____
Attorneys for Rowland District

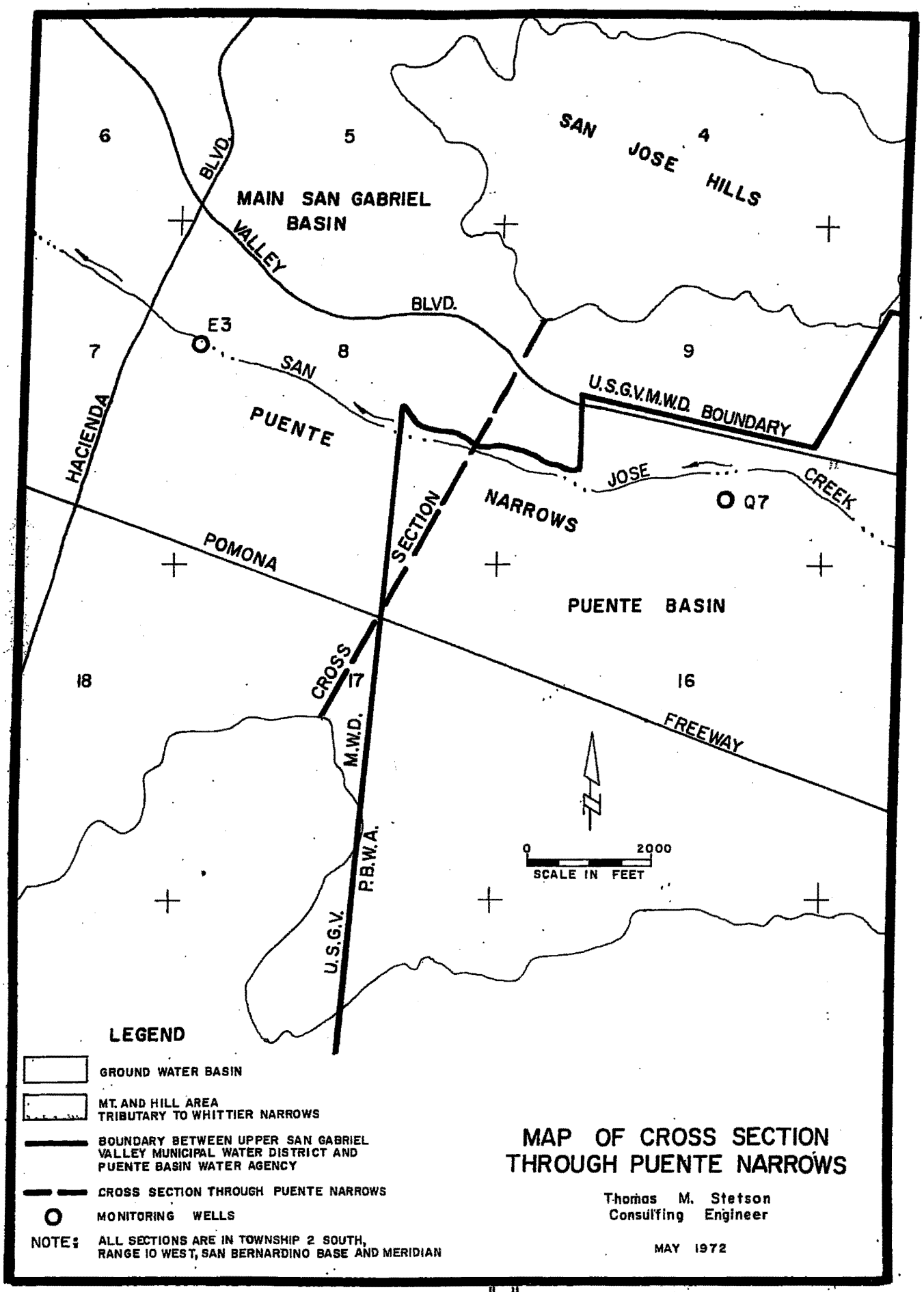
ROWLAND AREA COUNTY WATER DISTRICT

By _____
President
Wm. A. Simmons

Exhibit "J"



APPENDIX "A"
EXHIBIT "J"



MAP OF CROSS SECTION THROUGH PUENTE NARROWS

Thomas M. Stetson
Consulting Engineer

MAY 1972

APPENDIX "B"
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.

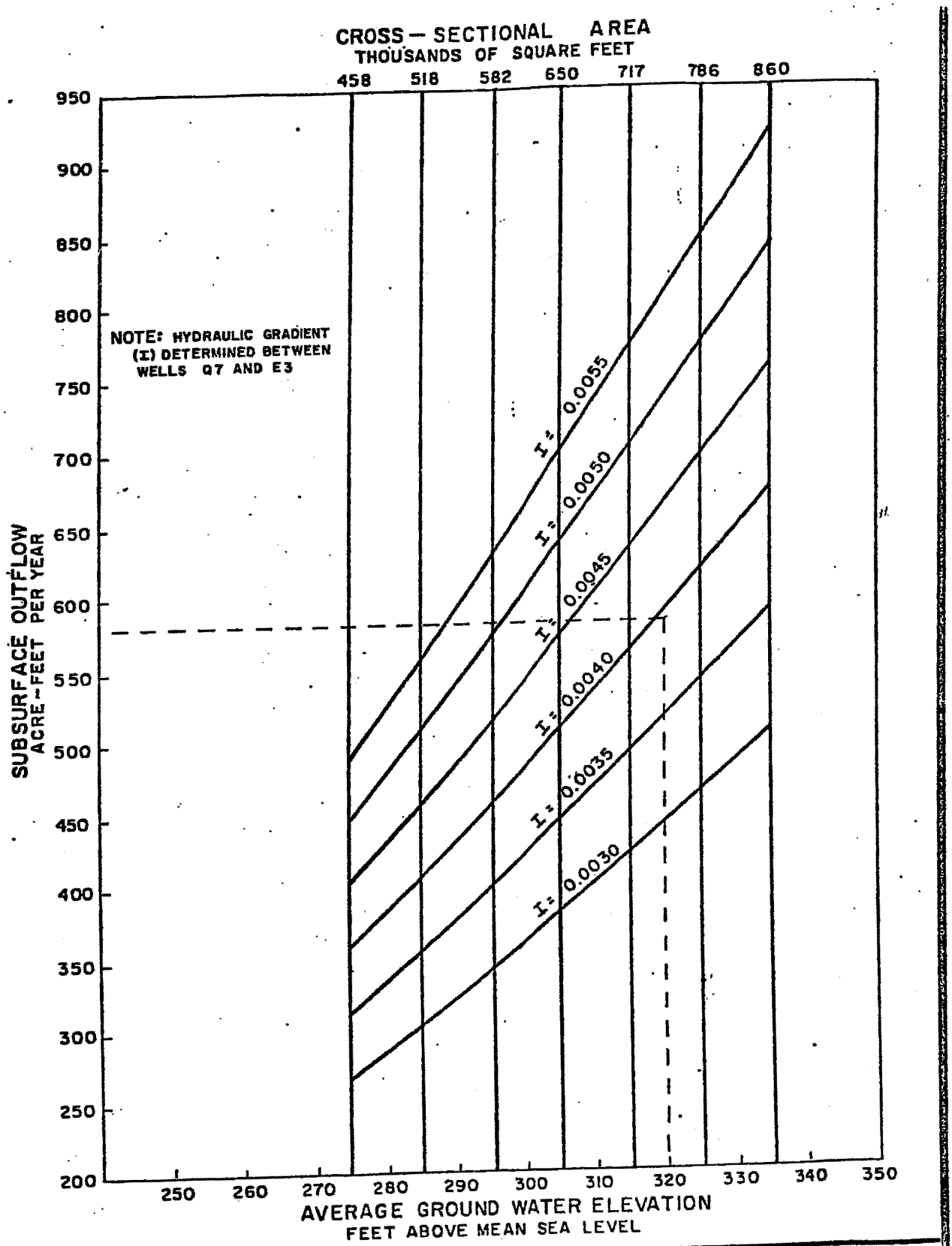
4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

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. Stetson
Consulting Engineer
MAY 1972

EXHIBIT "J"

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 "K"

CONSUMPTIVE USE PORTIONS OF PRODUCERS WITH OVERLYING RIGHTS AS OF JUNE 30, 2013

OVERLYING PRODUCER	CONSUMPTIVE USE PORTION (ACRE-FEET)
1. Mnoian-Gifford Interests	
Owner Producers	
Paul Mnoian[3]	
Brooks Gifford, Sr.[3]	
Brooks Gifford, Jr.[3]	
John Mgrdichian[3]	
J. Earl Garrett[3]	
Present User: Nu-Way Industries	**3.5**
Producers Under License	
William C. Thomas[3]	
Evelyn F. Thomas[3]	
Malcolm K. Gatherer[3]	
Jacqueline Gatherer[3]	
Present User: B & B Red-I-Mix Concrete, Inc.	45.6
Pre-Stress Crane Rigging and Truck, Co., Inc.[3]	1.0
	50.1
2. Attalla, Phillip Y. and Mary L.[3]	**29.9**
3. Citrus Valley Medical Center, Queen of the Valley Campus.[3] (Formerly Queen of the Valley Hospital.[3])	**4.5**
4. S.L.S & N. Inc.[3]	--
TOTAL	**84.5**

1/ Permanent transfer of rights as recorded within Exhibits "C", "D", and "E" of Judgment.

2/ Permanent transfer of rights after entry of Judgment.

3/ Intervenor after Judgment.

EXHIBIT "L"

LIST OF PRODUCERS AND THEIR DESIGNEES
June 21, 2012

PRODUCER	DESIGNEE
Adams Ranch Mutual Water Company	Domenic T. Cimarusti
Alhambra, City of	Mary Chavez
Amarillo Mutual Water Company	John Holzinger
Anderson Family Marital Trust	Carolyn Heinrich
Andrade, Susan	Susan Andrade
Aqua Capital Management LP	David L. Penrice
Arcadia, City of	Tom Tait
Azusa, City of	Chet Anderson
Azusa Agricultural Water Company	Chet Anderson
Azusa Valley Water Company	Chet Anderson
Bandel Family Trust	Candace Garnier Bandel
Banks, Gale C. and Vicki L.	Gale and Vicki Banks
Brezina Trust 2001, Raymond W. and Susan W.	Raymond W. Brezina
Brierly, Susan K.	Reiner Kruger
Brondino, Jeanne	Jeanne Brondino
Cadway, Inc.	James M. Byerrum
California-American Water Company (Duarte System)	Todd Brown
California-American Water Company (San Marino System)	Todd Brown
California Domestic Water Company	James M. Byerrum
Canyon Water Company	William McIntyre
Canyon Water & Development Corporation	Chet Anderson
Champion Mutual Water Company	Bryan P. Hellein
Chevron U.S.A.	Leon F. Drozd, Esq.
Citrus Valley Medical Center, Queen of the Valley Campus	Gregory J. Landers
Coiner, James W., dba Coiner Nursery	James W. Coiner
County Sanitation District No. 18	Raymond Tremblay
Covina, City of	Daryl Parrish
Covina Irrigating Company	David D. De Jesus
Crevolin, A. J.	A. J. Crevolin
CV Glendora 3 Site, LLC	Bill McReynolds
Dawes, Mary Kay	Mary Kay Partridge
DeFalco, John and Carole	John and Carole DeFalco
Del Rio Mutual Water Company	Dario Herrera
Driftwood Dairy	David Trenkenschuh

PRODUCER	DESIGNEE
East Pasadena Water Company	Lawrence M. Morales
El Monte, City of	Rene Bobadilla
El Monte Cemetery Association	Todd Brown
Fox Family Trust Michael Edward Fox and Crystal Marie Fox, Trustees	Michael and Crystal Fox
Garnier Family Trust, Anton C. and Anita	Anton C. and Anita Garnier
Garnier, Ruth Elaine Ailor Trust	Renee Garnier Poivre
Gates, James Richard	James Richard Gates
Glendora, City of	Steve Patton
Golden State Water Company - San Dimas District	Patrick Scanlon
Golden State Water Company - San Gabriel Valley District	Benjamin Lewis, Jr.
Green, Walter	Dr. Walter Green
Hanson Aggregates West, Inc.	Michael Rogers
Heinrich, Carolyn	Carolyn Heinrich
Hemlock Mutual Water Company	Robert McClung
Industry Waterworks Systems, City of	Gregory B. Galindo
Irwindale, City of	Sol Benudiz
JUH #1	Reiner Kruger
Kirklen, Jeffery B.	Jeffery B. Kirklen
Knight, William J.	William J. Knight
Landeros, John	John Landeros
La Puente Valley County Water District	Gregory B. Galindo
Lovelady, June G., Trustee	June G. Lovelady
Los Angeles, County of	Robert Maycumber
Loucks, David	David Loucks
Maddock, A.G.	S. Joellen Maddock
Maggiore, Valarie	Valarie Maggiore
McIntyre, William	William McIntyre
Metropolitan Water District of Southern California	Lorraine Aoys
Miller Coors LLC	Jeffrey D. Arbour
Monrovia, City of	Ron Bow
Monrovia Nursery	Reiner Kruger
Monterey Park, City of	Elias Saykali
Munoz, Ralph	Ralph Munoz
Nicholson Trust, The	M. L. Whitehead
Nicholson Family Trust, The	M. L. Whitehead

PRODUCER	DESIGNEE
Parton Family Trust	Vernal O. and Marverna Parton
Pellissier Irrevocable QTIP Trust, et al, Laurence R., Co-tenancy of	James M. Byerrum
Pico County Water District	Mark Grajeda
Polopolus, et. Al	Helen Gaskins
Rados Brothers	Alexander S. Rados
Rosedale, Lance	Reiner Kruger
Rosedale, Miles R.	Reiner Kruger
Rosemead Development LTD.	John W. Lloyd
Rurban Homes Mutual Water Company	George W. Bucey
Ruth, Roy	Roy Ruth
San Gabriel Country Club	Eddie Villanueva
San Gabriel County Water District	Barbara A. Carrera
San Gabriel Valley Municipal Water District	Darin Kasamoto
San Gabriel Valley Water Company	Michael L. Whitehead
Sierra La Verne Country Club	Donald Johnson
Sierra Madre, City of	Bruce Inman
Sonoco Products Company	Khaleda Hamid
South Pasadena, City of	Marcelino Aguilar
Southern California Edison Company	Jorge A. Rosa, Jr.
Southwest Water Company	Richard J. Rich
Sterling Mutual Water Company	Joy Ann Burt
Suburban Water Systems	Michael Quinn
Sunny Slope Water Company	Ken Tcheng
Tate, Phillip G. and Sieglinde A.	Phillip Tate
Three Valleys Municipal Water District	Richard W. Hansen
Tomovich, Nick and Sons	Nick Tomovich
Hieu Tran	Hieu Tran
Tyler Nursery	Fumiko Kishi
USA Waste of California, Inc.	Joseph J. Cassin
United Rock Products Corporation	Russ Caruso
Upper San Gabriel Valley Municipal Water District	Steven P. O'Neill
Valencia Heights Water Company	P. David Michalko
Valley County Water District	Lynda A. Noriega
Valley View Mutual Water Company	Sukie Madrid
VanLandingham, Richard	Reiner Kruger
Vietnamese American Buddhist Temple Congregation	Thích Viên Ly
Vulcan Materials Company	Robert W. Bowcock

PRODUCER	DESIGNEE
Whittier, City of	Daniel Wall
Wilmott, Erma M.	Erma M. Wilmott
Woodland, Richard	Richard J. Woodland
Workman Mill Investment Company	Bruce A. Lazenby

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

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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

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Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1979

LINN E. MAGOFFIN (Producer Member), Chairman

R.H. NICHOLSON, JR. (Producer Member), Vice Chairman

WILLIAM M. WHITESIDE (Public Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

ROBERT G. BERLIEN (Producer Member)*

ANTON C. GARNIER (Producer Member)

D.J. LAUGHLIN (Producer Member)**

TRAVIS L. MANNING (Public Member)

L.E. MOELLER (Producer Member)

STAFF

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

* Elected March 1979 to replace D.J. Laughlin, following his resignation.
** Resigned from Watermaster in February 1979.

FOR CALENDAR YEAR 1980

LINN E. MAGOFFIN (Producer Member), Chairman

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FOR CALENDAR YEAR 1982

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ALFRED F. WITTIG (Public Member)

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FOR CALENDAR YEAR 1983

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ALFRED F. WITTIG (Public Member)

STAFF

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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

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L.E. MOELLER (Producer Member)

ALFRED F. WITTIG (Public Member)

STAFF

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

FOR CALENDAR YEAR 1985

LINN E. MAGOFFIN (Producer Member), Chairman

R.H. NICHOLSON, JR. (Producer Member), Vice Chairman

ROBERT G. BERLIEN (Producer Member), Secretary

CONRAD T. REIBOLD (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

DONALD F. CLARK (Public Member)

ANTON C. GARNIER (Producer Member)

L.E. MOELLER (Producer Member)

ALFRED F. WITTIG (Public Member)

STAFF

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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)

REGINALD A. STONE (Producer Member)

ALFRED F. WITTIG (Public Member)

STAFF

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

FOR CALENDAR YEAR 1987

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

L.E. MOELLER (Producer Member), Secretary

ALFRED F. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

GERALD J. BLACK (Producer Member)

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

JOHN E. MAULDING (Public Member)

STAFF

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

FOR CALENDAR YEAR 1988

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

L.E. MOELLER (Producer Member), Secretary

ALFRED F. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)

GERALD J. BLACK (Producer Member)

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

JOHN E. MAULDING (Public Member)

STAFF

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

FOR CALENDAR YEAR 1989

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

GERALD J. BLACK (Producer Member), Secretary

ALFRED F. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member)*

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

BURTON E. JONES (Public Member)

NELS PALM (Producer Member)**

THOMAS E. SHOLLENBERGER (Producer Member)

STAFF

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

* DECEASED APRIL 25, 1989

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

FOR CALENDAR YEAR 1990

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

GERALD J. BLACK (Producer Member), Secretary

ALFRED F. WITTIG (Public Member), Treasurer

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

BURTON E. JONES (Public Member)

NELS PALM (Producer Member)

THOMAS E. SHOLLENBERGER (Producer Member)

STAFF

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

FOR CALENDAR YEAR 1991

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

GERALD J. BLACK (Producer Member), Secretary

NELS PALM (Producer Member), Treasurer

ROYALL K. BROWN (Public Member)

MARVIN JOE CICHY (Public Member)

EDWARD R. HECK (Producer Member)

C. ROBER KEISER (Public Member)

ANDREW A. KRUEGER (Producer Member)

STAFF

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1992

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

GERALD J. BLACK (Producer Member), Secretary

NELS PALM (Producer Member), Treasurer

ROYALL K. BROWN (Public Member)

RICHARD W. CANTWELL (Producer Member)

BURTON E. JONES (Public Member)

C. ROBER KEISER (Public Member)

ANDREW A. KRUEGER (Producer Member)

STAFF

John E. Maulding, Executive Officer
Ralph B. Helm, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1993

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

GERALD J. BLACK (Producer Member), Secretary

NELS PALM (Producer Member), Treasurer

RICHARD W. CANTWELL (Producer Member)

MARVIN JOE CICHY (Public Member)

FRANK F. FORBES (Public Member)

ANDREW A. KRUEGER (Producer Member)

LEROY E. MOELLER (Public Member)

STAFF

John E. Maulding, Executive Officer
Frederic A. Fudacz, Attorney (Effective February 1993)
Ralph B. Helm, Attorney (Retired January 1993)
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1994

LINN E. MAGOFFIN (Producer Member), Chairman******

REGINALD A. STONE (Producer Member), Vice Chairman

RICHARD W. CANTWELL (Producer Member), Secretary***

STANLEY D. YARBROUGH (Producer Member), Treasurer

GERALD J. BLACK (Producer Member)*

MARVIN JOE CICHY (Public Member)

FRANK F. FORBES (Public Member)

MANNY J. MAGANA (Producer Member)

P. GEOFFREY NUNN (Producer Member)*******

LEROY E. MOELLER (Public Member)

MICHAEL L. WHITEHEAD (Producer Member)**

STAFF

John E. Maulding, Executive Officer****
Carol Williams, Executive Officer*****
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

*	Mr. Black resigned from Watermaster on February 4, 1994
**	Mr. Whitehead was nominated to Watermaster on March 2, 1994
***	Mr. Cantwell was elected as Watermaster Secretary on May 4, 1994
****	Mr. Maulding passed away on March 13, 1994
*****	Ms. Williams was appointed Executive Officer on August 3, 1994
******	Mr. Magoffin resigned from Watermaster on August 3, 1994
*******	Mr. Nunn was nominated to Watermaster on August 8, 1994

FOR CALENDAR YEAR 1995

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1996

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
JUDITH L. ALMOND (Producer Member)
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1997

REGINALD A. STONE (Producer Member), Chairman

RICHARD W. CANTWELL (Producer Member), Vice Chairman

MANNY J. MAGANA (Producer Member), Secretary

MICHAEL L. WHITEHEAD (Producer Member), Treasurer

JUDITH L. ALMOND (Producer Member)

ROBERT W. BOWCOCK (Producer Member)

MARVIN JOE CICHY (Public Member)

FRANK F. FORBES (Public Member)

LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1998

REGINALD A. STONE (Producer Member), Chairman

RICHARD W. CANTWELL (Producer Member), Vice Chairman

MANNY J. MAGANA (Producer Member), Secretary

MICHAEL L. WHITEHEAD (Producer Member), Treasurer

JUDITH L. ALMOND (Producer Member)

ROBERT W. BOWCOCK (Producer Member)

MARVIN JOE CICHY (Public Member)

FRANK F. FORBES (Public Member)

LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1999

REGINALD A. STONE (Producer Member), Chairman

RICHARD W. CANTWELL (Producer Member), Vice Chairman

MANNY J. MAGANA (Producer Member), Secretary

MICHAEL L. WHITEHEAD (Producer Member), Treasurer

ROBERT W. BOWCOCK (Producer Member)

MARVIN JOE CICHY (Public Member)

FRANK F. FORBES (Public Member)

JAMES B. GALLAGHER (Producer Member)

LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2000

REGINALD A. STONE (Producer Member), Chairman

RICHARD W. CANTWELL (Producer Member), Vice Chairman

MANNY J. MAGANA (Producer Member), Secretary

MICHAEL L. WHITEHEAD (Producer Member), Treasurer

ROBERT W. BOWCOCK (Producer Member)

MARVIN JOE CICHY (Public Member)

FRANK F. FORBES (Public Member)

JAMES B. GALLAGHER (Producer Member)

LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2001

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
JAMES B. GALLAGHER (Producer Member)
LEROY E. MOELLER (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2002

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
MANNY J. MAGANA (Producer Member), Secretary
MICHAEL L. WHITEHEAD (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
MARVIN JOE CICHY (Public Member)
FRANK F. FORBES (Public Member)
JAMES B. GALLAGHER (Producer Member)
CAROL A. MONTANO (Public Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2003

REGINALD A. STONE (Producer Member), Chairman
RICHARD W. CANTWELL (Producer Member), Vice Chairman
JAMES B. GALLAGHER (Producer Member), Secretary
ROBERT W. NICHOLSON (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
ALFONSO CONTRERAS (Public Member)
FRANK F. FORBES (Public Member)
THOMAS LOVE (Public Member)
CHARLES SHAW (Producer Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2004

PAUL S. CARVER (Producer Member), Chairman
JAMES B. GALLAGHER (Producer Member), Vice Chairman
ROBERT W. BOWCOCK (Producer Member), Secretary
ROBERT W. NICHOLSON (Producer Member), Treasurer
RICHARD W. CANTWELL (Producer Member)
ALFONSO CONTRERAS (Public Member)
FRANK F. FORBES (Public Member)
THOMAS LOVE (Public Member)
CHARLES E. SHAW (Producer Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2005

PAUL S. CARVER (Producer Member), Chairman
JAMES B. GALLAGHER (Producer Member), Vice Chairman
ROBERT W. BOWCOCK (Producer Member), Secretary
ROBERT W. NICHOLSON (Producer Member), Treasurer
RICHARD W. CANTWELL (Producer Member)
ALFONSO CONTRERAS (Public Member)
LEON M.N. GARCIA (Public Member)
THOMAS LOVE (Public Member)
CHARLES E. SHAW (Producer Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2006

PAUL S. CARVER (Producer Member), Chairman
JAMES B. GALLAGHER (Producer Member), Vice Chairman
ROBERT W. BOWCOCK (Producer Member), Secretary
ROBERT W. NICHOLSON (Producer Member), Treasurer
RICHARD W. CANTWELL (Producer Member)
ALFONSO CONTRERAS (Public Member)
LEON M.N. GARCIA (Public Member)
THOMAS LOVE (Public Member)
CHARLES E. SHAW (Producer Member)

STAFF

Carol Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2009

JAMES M. BYERRUM (Producer Member), Chairman
PAT MALLOY (Producer Member), Vice Chairman
DAN ARRIGHI (Producer Member), Secretary
CHARLES E. SHAW (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
ED CHAVEZ (Public Member)
ALFONSO CONTRERAS (Public Member)
THOMAS LOVE (Public Member)
MICHAEL O. QUINN (Producer Member)

STAFF

Carol Thomas Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2010

JAMES M. BYERRUM (Producer Member), Chairman
PAT MALLOY (Producer Member), Vice Chairman
DAN ARRIGHI (Producer Member), Secretary
CHARLES E. SHAW (Producer Member), Treasurer
ROBERT W. BOWCOCK (Producer Member)
ED CHAVEZ (Public Member)
ALFONSO CONTRERAS (Public Member)
THOMAS LOVE (Public Member)
MICHAEL O. QUINN (Producer Member)

STAFF

Carol Thomas Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 2011

JAMES M. BYERRUM (Producer Member), Chairman

PAT MALLOY (Producer Member), Vice Chairman

DAN ARRIGHI (Producer Member), Secretary

CHARLES E. SHAW (Producer Member), Treasurer

CHET ANDERSON (Producer Member)

ED CHAVEZ (Public Member)

THOMAS LOVE (Public Member)

MICHAEL O. QUINN (Producer Member)

CHARLES TREVINO (Public Member)

STAFF

Carol Thomas Williams, Executive Officer
Frederic A. Fudacz, Attorney
Thomas M. Stetson, Engineer*
Stephen B. Johnson, Engineer**

* Thomas M. Stetson passed away 4/14/2011
** Stephen B. Johnson replaced Mr. Stetson

FOR CALENDAR YEAR 2012

JAMES M. BYERRUM (Producer Member), Chairman

PAT MALLOY (Producer Member), Vice Chairman

DAN ARRIGHI (Producer Member), Secretary

DAVID MICHALKO (Producer Member), Treasurer

CHET ANDERSON (Producer Member)

ED CHAVEZ (Public Member)

THOMAS LOVE (Public Member)

MICHAEL O. QUINN (Producer Member)

CHARLES TREVINO (Public Member)

STAFF

Carol Thomas Williams, Executive Officer *
Anthony C. Zampiello, Executive Officer**
Frederic A. Fudacz, Attorney
Stephen B. Johnson, Engineer

* Carol Thomas Williams resigned on 5/12/12
** Anthony C. Zampiello appointed to Executive Officer 9/26/12

FOR CALENDAR YEAR 2013

JAMES M. BYERRUM (Producer Member), Chairman

DAVID MICHALKO (Producer Member), Vice Chairman

DAN ARRIGHI (Producer Member), Secretary

RICHARD RICH (Producer Member), Treasurer

CHET ANDERSON (Producer Member)

ANTHONY R. FELLOW (Public Member)

GARRY HOFER (Producer Member)

THOMAS LOVE (Public Member)

CHARLES TREVINO (Public Member)

STAFF

Anthony C. Zampiello, Executive Officer
Frederic A. Fudacz, Attorney
Stephen B. Johnson, Engineer

Appendix 2: La Habra Notice to Become a GSA and Brea/La Habra MOU

City of La Habra

"A Caring Community"

PUBLIC WORKS

621 W. Lambert Rd.
Post Office Box 337
La Habra, CA 90633-0785
Office: (562) 383-4170
Fax: (562) 383-4497

VIA EMAIL:

January 20, 2016

Mark Nordberg, GSA Project Manager
Senior Engineering Geologist
California Department of Water Resources
901 P Street, Room 213-B
P.O. Box 942836
Sacramento, CA 94236
Mark.Nordberg@water.ca.gov

Re: City of La Habra's Notice of Election to Become a Groundwater Sustainability Agency

Dear Mr. Nordberg:

Pursuant to California Water Code 10723.8 of the Sustainable Groundwater Management Act (SGMA), the City of La Habra (La Habra) provides this notice of its election to be established as the Groundwater Sustainability Agency (GSA) for portions of DWR Groundwater Basin 8-1 underlying La Habra and portions of the City of Brea currently unmanaged. The extents of the boundary proposed to be managed by the La Habra GSA are shown in Exhibit 1.

On December 21, 2015, La Habra held a public hearing in the City of La Habra, County of Orange, regarding the establishment of La Habra as a GSA overlying a portion of Basin 8-1, in accordance with Water Code Section 10723(b). Notice for the public hearing was posted in the Orange County Register in accordance with Government Code Section 6066 (Exhibit 2).

After holding this public hearing, the La Habra City Council adopted Resolution No. 5714 establishing La Habra as a GSA (Exhibit 3). At this same City Council meeting, the city adopted Resolution No. 5715 to request DWR to modify the boundaries of Basin 8-1, the Orange County Coastal Basin, as depicted in DWR Bulletin 118, so that the La Habra Basin is designated as a basin or subbasin, separate and apart from the balance of Basin 8-1. This request will be subject to a separate notice to DWR in the very near future. Concurrently, La Habra and the City of Brea are in the process of entering into a Memorandum of Agreement to designate La Habra as the GSA to sustainably manage the La Habra Basin as a distinct basin separate from Basin 8-1. Once this agreement is finalized and signed, it will be forwarded to the Department.

In addition to the two resolutions, the La Habra City Council approved the first reading of an ordinance to prohibit the extraction and exportation of groundwater underlying La Habra for use outside of the city (Exhibit 4). The second reading of the ordinance took place on January 19, 2016, and the ordinance is anticipated to take effect on February 18, 2016.

Pursuant to California Water Code Section 10723.2 of SGMA, the La Habra GSA shall consider the interests and work cooperatively with all beneficial uses and users of groundwater, as wells as those responsible for implementing groundwater sustainability plans. A list of interested parties was developed for this purpose, which includes the Orange County Water District who currently manages groundwater within the majority of DWR Groundwater Basin 8-1. The list of interested parties is provided in Exhibit 5. These interested parties were notified of the public hearing on the establishment of La Habra as a GSA. Additionally, La Habra has planned consultations with interested parties and will continue to consult and coordinate with these interested parties throughout the process to develop a Groundwater Sustainability Plan.

In summary, in accordance with Water Code Section 10723.8(a), included in this transmittal are the following exhibits:

- Exhibit 1: Graphical Information System and hard copy files of the service area boundaries
- Exhibit 2: Copy of public notice of the public hearing
- Exhibit 3: City of La Habra Resolution forming a GSA
- Exhibit 4: City of La Habra Ordinance
- Exhibit 5: List of Interested Parties

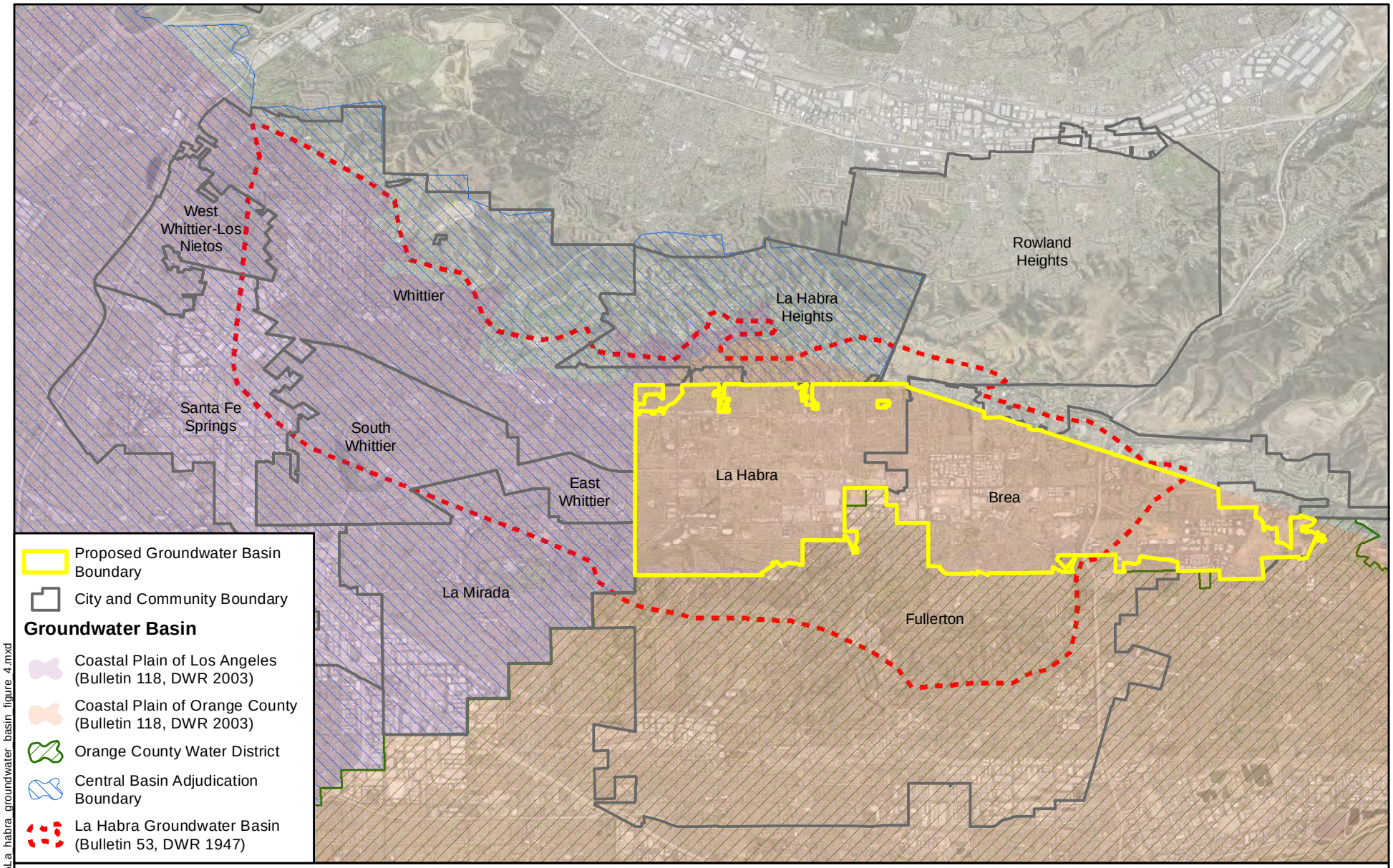
For further inquiries or comments, please contact me at esaykali@lahabraca.gov or at (562) 383-4170.

Sincerely,

Elias Saykali, P.E.
Director of ~~Public~~ Works
City of La Habra

Enclosures (5)

CC (via email):
Timothy Ross, Senior Engineering Geologist
Timothy.Ross@water.ca.gov



STETSON ENGINEERS INC.

PROPOSED GROUNDWATER BASIN BOUNDARY

FIGURE 4

Document Path: J:\in2452\La habra groundwater basin figure 4.mxd

LEGAL NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of La Habra will hold a duly noticed public hearing on Monday, December 21, 2015, at 6:30 p.m. in the City Council Chambers, Administration Building, 201 E. La Habra Boulevard, La Habra, California to consider the following items:

a. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA DECLARING THE CITY OF LA HABRA TO BE THE GROUNDWATER SUSTAINABILITY AGENCY FOR THE LA HABRA GROUNDWATER BASIN.**

As authorized under the Sustainable Groundwater Management Act ("SGMA"), this proposed resolution would establish the City as the Groundwater Sustainability Agency ("GSA") for the La Habra Groundwater Basin ("La Habra Basin"), subject to a review for "completeness" by the California Department of Water Resources ("DWR"). The Resolution would authorize and direct the City Manager to negotiate a Memorandum of Agreement between the City of La Habra and the City of Brea establishing the respective responsibilities of the two cities relative to the La Habra Basin.

b. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA REQUESTING THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO MODIFY THE BOUNDARIES OF BULLETIN 118, BASIN 8-1 TO ESTABLISH LA HABRA BASIN AS A SEPARATE BASIN OR SUBBASIN.**

This resolution would authorize and direct the City Manager, as provided in SGMA, to prepare and submit a request and all required supporting documentation to DWR to modify the boundaries of Basin 8-1, as depicted in DWR Bulletin 118, in order to establish La Habra Basin as a separate basin or subbasin. The request would be based upon: (1) the hydrogeologic separation of the La Habra Basin from the balance of Basin 8-1; and (2) the fact that La Habra Basin is outside the jurisdiction of nearby agencies with groundwater management responsibilities.

c. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA HABRA ADDING CHAPTER 13.31 TO THE MUNICIPAL CODE TO PROHIBIT THE EXTRACTION AND EXPORTATION OF GROUNDWATER UNDERLYING THE CITY FOR USE OUTSIDE OF THE CITY.**

This proposed ordinance would enact a new chapter to the Municipal Code to prohibit extraction of groundwater underlying the City and exportation of that water for uses outside of the City. The measure is proposed to protect the health, safety and welfare the inhabitants of the City and to protect the water resources underlying the City for present and future beneficial uses.

All interested persons are invited to attend the above public hearing and be heard at the time and place specified above. Please call 562-383-4010 for information.

LA HABRA CITY COUNCIL
Tamara Mason, MMC, City Clerk

Publish: December 7 & 14, 2015
OC Register

RESOLUTION NO. 5714

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA HABRA DECLARING THE CITY OF LA HABRA TO BE THE GROUNDWATER SUSTAINABILITY AGENCY FOR THE LA HABRA GROUNDWATER BASIN

WHEREAS, A portion of the so-called "Orange County Coastal Basin", (denominated Basin 8-1 in Bulletin 118 of the California Department of Water Resources ("DWR")) underlays the City of La Habra ("City") and the City of Brea ("Brea").

WHEREAS, the State of California has enacted the Sustainable Groundwater Management Act, Water Code §§10720 et seq. ("SGMA"). SGMA requires local agencies overlying the Orange County Coastal Basin to establish one or more Groundwater Sustainability Agency(s) ("GSA(s)") to adopt and implement one or more Groundwater Sustainability Plan(s) ("GSP(s)") for the Orange County Coastal Basin; and

WHEREAS, the City is authorized to become a GSA under SGMA because:

a. The City has land use responsibilities over substantially all of the lands within its exterior jurisdictional boundaries.

b. The City, through its subsidiary, the La Habra Utility Authority, is the public drinking water supplier within the City's exterior jurisdictional boundaries.

c. The portion of Orange County Coastal Basin underlying the City and Brea is known locally as the "La Habra Basin." The La Habra Basin is located within the County of Orange. The La Habra Basin is hydrogeolgically and jurisdictionally separate and distinct from the balance of the Orange County Coastal Basin.

d. The City overlays the main-water-yielding portion of the La Habra Basin. The City has invested millions of dollars in capital improvement costs and operating, maintenance, repair and replacement costs to develop and put the water resources of the La Habra Basin to reasonable and beneficial use within the City.

e. No other water wells are known within the City's jurisdictional boundaries to extract water from the La Habra Basin for public or private water uses; and

f. Sustainably managing, operating and maintaining the water resources of the La Habra Basin is a fundamental interest of the City to

provide safe and reliable water service to protect the health, safety and welfare of the citizens, inhabitants and businesses of the City; and

WHEREAS, a low yield portion of the La Habra Basin underlays Brea. Brea operates two small volume water wells to serve non-potable irrigation water uses within Brea's city limits. City manager, legal and public works representatives from the City of La Habra have consulted with their counterparts from the City of Brea and have been informed that Brea intends to enter into a Memorandum of Agreement with the City of La Habra, which will designate the City to act as the GSA and develop a GSP for the portion of the La Habra Basin underlying Brea; and

WHEREAS, the City of Fullerton ("Fullerton") geographically overlays a non-water yielding portion of the La Habra Basin, Fullerton has no wells extracting water from the La Habra Basin and Fullerton representatives have indicated intent to disclaim GSA jurisdiction over any portion of the La Habra Basin; and

WHEREAS, City representatives have met and conferred with representatives of local agencies operating municipal water systems overlying portions of the La Habra Basin, including Brea and Fullerton, and with agencies managing groundwater resources in areas adjacent to La Habra Basin, including the Orange County Water District and the Water Replenishment District of Southern California, concerning La Habra's intent to become the GSA for La Habra Basin; and

WHEREAS, notice of a public hearing to receive comments on the proposal to adopt this resolution has been provided as required by Water Code §10723(b), written notice has been provided to known parties in the categories listed in Water Code §10723.4 and proofs of service of such notices are on file with the City Clerk; and

WHEREAS, the activity provided for in this resolution is exempt from California Environmental Quality Act pursuant to 14 CCR §15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Habra does herby find, determine and order as follows:

1) The matters set forth in the foregoing recitals are true and correct.

2) The best interests of the City and its citizens, inhabitants and businesses will be served if the City maintains autonomous regulation and sustainable management planning authority over the La Habra Basin.

3) The best interests of the City and its citizens, inhabitants and businesses will be served if the City is established according to SGMA to be a GSA for that portion of the Orange County Coastal Basin known as the La Habra Basin and is authorized to exercise the authorities set forth in SGMA, including authority to prepare a GSP, for the

La Habra Basin.

4) The City Manager is authorized and directed to negotiate and prepare a MOA between the City and Brea, providing for the City to be the GSA for the La Habra Basin, including the portion of the La Habra Basin underlying Brea. The MOA shall provide for the City to be lead agency, in consultation with Brea, to prepare a GSP for the La Habra Basin and may be subject to such other terms and conditions as shall be mutually agreeable to the MOA parties.

5) Within 30 days after adoption of this Resolution, the City Manager is authorized and directed to notify DWR of the City's decision to become the GSA for La Habra Basin and to certify the information specified in Water Code §10723.8 as follows:

(a) Information that clearly shows the GSA formation notification was submitted to DWR within 30 days after adoption of this Resolution.

(b) A map (including hard-copy and GIS shape files) and narrative showing (i) the City's service area boundaries, (ii) the boundaries of the basin or portion of the La Habra Basin, and (ii) the service area boundaries for the cities of Brea and Fullerton and of the Orange County Water District.

(c) A copy of this Resolution.

(d) A copy of the groundwater export ordinance adopted by the City Council on the same date that this Resolution was adopted.

(e) A list of the interested parties developed pursuant to Water Code Section 10723.2.

(f) A detailed explanation how the City, acting as the GSA, will consider the interests of all beneficial uses and users of groundwater from the La Habra Basin, as well as those responsible for implementing GSPs.

(h) Proofs of services of notice of the public hearing conducted by the City Council on December 21, 2015 as required by Water Code §10723 and proof of mailing written notice to interested parties listed according to Water Code §10723.2 regarding notification of the hearing

6) The City Clerk shall cause a Public Resources Code Section 21152 Notice of Exemption to be filed with the County Clerk for the County of Orange.

7) This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of December, 2015.

James Gomez, Mayor

ATTEST:

Laurie Swindell, CMC, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LA HABRA)

I, Laurie Swindell, Deputy City Clerk for the City of La Habra, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 5714 introduced and adopted at a Regular Meeting of the City Council of the City of La Habra held on the 21st day of December, 2015, by the following vote:

AYES:	COUNCILMEMBERS:	SHAW ESPINOZA, BLAZEY, BEAMISH, GOMEZ
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
ABSTAIN:	COUNCILMEMBERS:	NONE

Witness my hand and the official seal of the City of La Habra this 21st day of December, 2015.

Laurie Swindell, CMC, Deputy City Clerk

ORDINANCE NO. 1767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA HABRA ADDING CHAPTER 13.31 TO THE MUNICIPAL CODE TO PROHIBIT EXTRACTION AND EXPORTATION OF GROUNDWATER UNDERLYING THE CITY FOR USE OUTSIDE OF THE CITY

The City Council of the City of La Habra does ordain as follows:

Section 1. The City Council does hereby find and determine that:

a. A portion of groundwater Basin 8-1, the Orange County Coastal Basin, as depicted in California Department of Water Resources Bulletin 118, underlays the City of La Habra and the City of Brea. The groundwater basin underlying La Habra and Brea is known locally as the "La Habra Basin." The La Habra Basin is hydrogeolgically and jurisdictionally separate and distinct from the balance of Basin 8-1.

b. The sustainable annual yield of the portion of La Habra Basin underlying the City is estimated to be 4,500 acre feet. The City produces about 4,200 acre feet of water per year from this resource and distributes that water for beneficial potable uses through its municipal water system.

c. Groundwater produced by the City from the La Habra Basin is an essential resource for present and future municipal, industrial, and domestic beneficial uses within the City. The protection of the health, welfare, and safety of the residents and economy of the City require that the groundwater resources of the City be protected for present and future municipal, industrial, and domestic beneficial uses within the City.

d. The sustainable yield of the portion of the La Habra Basin underlying the City is not sufficient to serve beneficial uses in addition to the beneficial municipal, industrial and domestic uses currently served through the City municipal water system.

e. Article X, Section 2 of the California Constitution and Water Code section 100 prohibit the waste, unreasonable use, unreasonable method of use, and unreasonable method of diversion of water. The extraction and exportation of groundwater from the portion of the La Habra Basin underlying the City is unsustainable and, therefore, is an unreasonable use of water within the meaning of the California Constitution and the California Water Code.

f. The best interest of the present and future inhabitants of the City will be served if the extraction and exportation of groundwater produced from within the City's jurisdictional boundaries is prohibited.

g. The proposed amendment to the Municipal Code is determined to be exempt from California Environmental Quality Act pursuant to 14 CCR §15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 2. The City Council does hereby amend Title 13 by adding Chapter 13.31 to the La Habra Municipal Code hereto attached as Exhibit A.

Section 3. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. The City Clerk shall cause a Public Resources Code Section 21152 Notice of Exemption to be filed with the County Clerk for the County of Orange.

Section 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law. This Ordinance shall become effective thirty (30) days from and after its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Habra held on the 19th day of January, 2016.

Jim Gomez, Mayor

Tamara D. Mason, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA HABRA)

I, Tamara D. Mason, City Clerk of the City of La Habra, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 1767 introduced at a regular meeting of the City Council of the City of La Habra held on the 21st day of December, 2015, and duly adopted at a regular meeting held on the 19th day of January, 2016, by the following vote:

AYES: COUNCILMEMBERS: BEAMISH, BLAZEY, ESPINOZA, SHAW, GOMEZ
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE

Said ordinance has been published or posted pursuant to law.

Witness my hand and the official seal of the City of La Habra this 19th day of January, 2016.

Tamara D. Mason, MMC, City Clerk

EXHIBIT A

ORDINANCE NO. 1767

CHAPTER 13.31 GROUNDWATER EXTRACTION AND EXPORTATION

13.31.10 Definitions

13.31.20 Prohibition

13.31.30 Implementation

13.31.40 Authority

13.31.40 Severability and Validity

13.31.10 Definitions.

The following words and phrases shall have the following meanings when used in this Chapter:

1. "Brea" means the City of Brea.

2. "City" means the City of La Habra.

3. "Extract" means to pump Groundwater from the La Habra Basin through any well within the boundaries of the City of La Habra.

4. "Export" means to convey or transmit Extracted Groundwater for use directly or indirectly on parcels which are outside of the City boundaries. Export of Extracted Groundwater includes activities by which Extracted Groundwater may, through one or more exchanges or transactions, be directly or indirectly conveyed or transferred for use out of the City.

5. "Groundwater" means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water that flows in known and definite channels.

6. "La Habra Basin" shall mean that portion of groundwater Basin 8-1, the Orange County Coastal Basin, as depicted in California Department of Water Resources Bulletin 118, which underlays the City and Brea and

which is hydrogeolgically and jurisdictionally separate and distinct from the balance of Basin 8-1.

7. "Person" means and includes natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons, and public entities.

13.31.20 Prohibition.

No person may Extract and Export Groundwater from the portion of the La Habra Basin that underlies the City for use outside of the City boundaries. Violations of this section shall constitute a public nuisance.

13.31.30 Implementation.

1. No permit shall be issued to drill a water well according to Municipal Code Chapter 13.28 or Chapter 13.30 for purpose of Extraction or Exportation of Groundwater.

2. No excavation permit shall be issued according to Municipal Code Section 12.12.020 owned public right of way for purposes of conveying or transmitting Extraction or Exportation of Groundwater.

3. City code enforcement authorities are authorized to enforce compliance with Chapter according to Municipal Code Chapter 18.74.

13.31.40 Authority.

This Chapter is enacted in order to protect the health, welfare and safety of present and future residents of the City as authorized by Article XI, Section 7 of the California Constitution and to protect the water resources of the City for present and future beneficial uses within the City as authorized by Article X, Section 2 of the California Constitution.

13.31.40 Severability and Validity.

The provisions of this Chapter are hereby declared to be severable. If any section, subsection, sentence, clause, word, or phrase of this Chapter is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases be declared invalid or unconstitutional.

LIST OF CONTACTS FOR LA HABRA GROUNDWATER BASIN NOTICE OF PUBLIC HEARING

1. Gabrieleno Band of Mission Indians-Kizh-Nation

   Attn: Andrew Salas, Chairman

   P.O. Box 393

   Covina , CA 21723

   Email: gabrieleindians@yahoo.com

2. Soboba Band of Luiseno Indians
   Attn: Joseph Ontiveros, Culture Resource Director
   PO Box 487
   San Jacinto, CA 92581

   Email: jontiveros@soboba-nsn.gov

3. Orange County
   Frank Kim, County Executive Officer
   333 West Santa Ana Blvd.
   Santa Ana , CA 701

   Email: frank.kim@ocgov.com

4. City of Brea

   Bill Gallardo, City Manager

   1 Civic Center Drive

   Brea, CA 92821

   Email: billga@cityofbrea.net

5. City of Fullerton
   Joe Felz, City Manager
   303 Commonwealth Ave
   Fullerton , CA 92832

   Email: citymanager@cityoffullerton.com

6. Central Basin Municipal Water District
   Kevin Hunt, General Manager
   6252 Telegraph Road
   Commerce , CA 90040

Email: kevinh@centralbasin.org

7. Orange County Water District
   Mike Markus, General Manager
   P.O Box 8300
   Fountain Valley, CA 92728

   Email: mmarkus@ocwd.com

8. Water Replenishment District
   Robb Whitaker, General Manager
   4040 Paramount Blvd.
   Paramount, CA 90712

   Email: rwhitaker@wrd.org

9. Metroppolitin Water District of Orange County
   Rob Hunter, General
   P.o> Box 20895
   Fountain Valley , CA 92708

   rhunter@mwdoc.com

From:	Heather Steele
To:	Nordberg, Mark@DWR
Cc:	"Elias Saykali"; "Jeff Helsley"
Subject:	La Habra GSA - Interested Parties
Date:	Monday, February 22, 2016 9:38:27 AM

Mark,

Below is the section of the Water Code that lists the categories of interested parties that should be included in the GSA process. In response to your request to Elias Saykali, Director of Public Works for the City of La Habra, the parties applicable to the La Habra Groundwater Sustainability Agency have been listed below for each category in blue text. These parties were notified of the public hearing regarding the formation of the La Habra Groundwater Sustainability Agency and included on the list of interested parties.

10723.2
The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include, but are not limited to, all of the following:

(a) Holders of overlying groundwater rights, including:
(1) Agricultural users.
None known in proposed La Habra Groundwater Basin.

(2) Domestic well owners.
None known in proposed La Habra Groundwater Basin.

(b) Municipal well operators.
Cities of La Habra, Brea, and Fullerton (Note: Fullerton's jurisdiction is adjacent to the proposed La Habra Groundwater Basin)

(c) Public water systems.
Cities of La Habra, Brea, and Fullerton

(d) Local land use planning agencies.
Cities of La Habra, Brea, and Fullerton and the County of Orange.

(e) Environmental users of groundwater.
None known in proposed La Habra Groundwater Basin.

(f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies.
None known in proposed La Habra Groundwater Basin.

(g) The federal government, including, but not limited to, the military and managers of federal lands.
There is no federal land within the proposed La Habra Groundwater Basin.

(h) California Native American tribes.
Gabrieleno Band of Mission Indians-Kizh Nation, Soboba Band of Luiseno Indians.

(i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.
There are no disadvantaged communities within the proposed La Habra Groundwater Basin.

(j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.
Cities of La Habra, Brea, and Fullerton.

In addition to the parties listed above, the following parties were also notified of the public hearing:

- Central Basin Municipal Water District
- Orange County Water District
- Water Replenishment District of Southern California
- Metropolitan Water District of Orange County

Please let me know if you have any additional questions.

Thank you,
Heather Steele
Stetson Engineers Inc.
626-967-6202

MEMORANDUM OF AGREEMENT
DESIGNATING THE CITY OF LA HABRA AS
GROUNDWATER SUSTAINABILITY AGENCY FOR
THE GROUNDWATER UNDERLYING
THE CITY OF BREA

This Memorandum of Agreement ("MOA") is by and between the City of La Habra ("La Habra") and the City of Brea ("Brea") and is entered into this 5th day of April, 2016. La Habra and Brea are jointly referred to herein as "the Cities."

RECITALS

A. The State of California has enacted the Sustainable Groundwater Management Act, Water Code §§10720 et seq. ("SGMA"), which took effect on January 1, 2015. SGMA authorizes local agencies, as defined in SGMA, which overlay any portion of a State designated groundwater basin to establish one or more Groundwater Sustainability Agency(s) ("GSA(s)") to adopt and implement one or more Groundwater Sustainability Plan(s) ("GSP(s)").

B. The Cities overlay a groundwater basin known as the La Habra Basin. La Habra obtains over forty percent (4,200 acre feet per year) of its municipal water supply from the portion of La Habra Basin which underlays La Habra. The portion of La Habra Basin underlying Brea yields water to wells in quantities and quality unsuitable for use as part of Brea's municipal water distribution system, but Brea produces a small quantity of water from La Habra Basin (300 acre feet per year) for irrigation purposes.

C. The State of California depicts La Habra Basin to be part of the Orange County Coastal Basin, a much larger groundwater basin which has been designated by the State as a high priority basin. SGMA requires all high or medium priority groundwater basins to be managed under one or more GSAs which must adopt one or more GSPs. Failure to designate a GSA and/or adopt a GSP may result in loss of local control of the groundwater underlying a local agency; and

D. SGMA authorizes the Cities to join together through a memorandum of agreement to designate a GSA to exercise the authority afforded by and comply with the requirements of SGMA. The best interests of the Parties and its citizens, inhabitants and businesses will be served if La Habra is designated as the GSA to provide for sustainable management of La Habra Basin as a distinct basin separate from the Orange County Coastal Basin.

AGREEMENTS

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1. La Habra as GSA; Preparation of GSP

a. The Cities agree that La Habra shall be the GSA for the La Habra Basin, including the portion of the La Habra Basin underlying Brea.

b. Subject to consultation with and reasonable supportive action from Brea, La Habra shall act as lead agency to take appropriate actions both to separate La Habra Basin from the Orange County

Coastal Basin and to prepare a single GSP to sustainably manage La Habra Basin according to the requirements of SGMA. Prior to adoption of the GSP by the La Habra City Council, the final draft of the GSP shall be presented to the Brea City Council.

b. The Cities will work jointly to meet the objectives of this MOA. The Cities each will contribute staff time, information, and facilities reasonably necessary to comply with SGMA.

Section 2: Limitations

a. La Habra is not authorized, without the express written agreement of Brea, to impose and collect fees based upon, or related to the production of water from property overlying the La Habra Basin located within the boundaries of Brea as provided in Chapter 8 (Financial Authority) of SGMA.

b. La Habra is not authorized, without the express written agreement of Brea, to exercise enforcement authority based upon, or related to the production of water from property overlying the La Habra Basin located within the boundaries of Brea as provided in Chapter 9 (GSA Enforcement Powers) of SGMA.

Section 3: Costs

Each party shall bear its own costs and expense in carrying out this MOA.

Section 4: Notices

All notices necessary to effectuate this agreement shall be provided in writing delivered to the respective City Manager of the other party via email, fax, or US mail.

Section 5: Amendments

This MOA may be amended only by a subsequent writing executed by each City after City Council authorization.

Section 6: Counterparts

This MOA may be executed in counterparts.

Section 7: Integration

This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein.

Section 8: Ambiguities

The Cities agree and acknowledge that this MOA has been developed through negotiation, and that each party has had a full and fair opportunity to consult with counsel and to revise the terms of this MOA. Consequently, the rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

CITY OF LA HABRA
A Municipal Corporation of the
State of California

By: _____
Jim Sadro
City Manager

ATTEST:

By: _____
Tamara D. Mason, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Arthur G. Kidman
Attorney
Kidman Law, LLP

Date: 5-02-2016

CITY OF BREA
A Municipal Corporation of the
State of California

By: _____
Christine Marick
Mayor

ATTEST:

By: _____
Lillian Harris-Neal, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
James L. Markman
City Attorney
City of Brea

Date: 4-12-16