

Working Draft – Subject to Revision  
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## WATER SUPPLY ASSESSMENT

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GOLDEN STATE WATER COMPANY –  
SOUTHWEST

INGLEWOOD BASKETBALL AND  
ENTERTAINMENT CENTER

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July 2019

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## **1. INTRODUCTION**

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### **1.1. PROPOSED PROJECT DESCRIPTION**

The proposed Inglewood Basketball and Entertainment Center (Project) is located in the southwest portion of the City of Inglewood (Figure 1) in Los Angeles County. The multi-parcel development totals approximately 27 acres. The proposed development includes facilities as follows:

- 935,000-square foot arena designed to host the LA Clippers basketball team with up to 18,000 fixed seats for NBA games, and up to 500 additional temporary seats for other events;
- 85,000-square foot team practice and athletic training facility;
- 71,000-square feet of LA Clippers team office space;
- 25,000-square foot sports medicine clinic for team and potential public use;
- 15,000-square feet of community space;
- 8,000-square feet of restaurant and lounge space within the Arena.
- 40,000-square feet of Plaza Dining and Retail
- 150-room hotel with limited service; and
- parking facilities.

The proposed development assumes that all LA Clippers home basketball games would occur at the Arena, and that approximately 49 games per season would be played. Additionally, approximately 194 other, non-LA Clipper events (e.g. concerts, family shows, conventions, and corporate or civic events) would be hosted throughout the year with crowd sizes ranging from 2,000 to full capacity 18,500 attendees.

### **1.2. BACKGROUND**

The California Water Code Section 10910 (also termed Senate Bill 610 or SB610) requires preparation of a Water Supply Assessment (WSA) for a project subject to the California Environmental Quality Act (CEQA) and for a project considered subject to SB610 as defined in Water Code Section 10912. A WSA includes quantification of water demands for a project, documentation of water supply sources, evaluation of drought impacts, and provision of a comparison of water supply and demand for the next 20 years in order to assess water supply sufficiency. The City of Inglewood has requested a WSA given the overall intensification of the proposed land uses and potential for increased water demand.

The Project is in the portion of the City served by Golden State Water Company - Southwest System (GSWC). While the City of Inglewood supplies water to other areas of the City and has prepared an Urban Water Management Plan (PSOMAS, 2016), it is not the retailer for the proposed Project.

A foundational document for preparation of the WSA is the GSWC's Urban Water Management Plan (UWMP) for the Southwest System, adopted September 2016

(Kennedy/Jenks, 2016). WSAs and UWMPs both require water supply reliability information to be provided for the water service area in five-year increments over a 20-year planning horizon.

Water supply sources for the Southwest System include imported water, GSWC operated groundwater wells, and recycled water. Imported water is provided to GSWC through wholesalers West Basin Municipal Water District (WBMWD) and Central Basin Municipal Water District (CBMWD). These wholesalers in turn obtain the imported water from Metropolitan Water District of Southern California (MWD). The Southwest System also is supplied by GSWC owned wells in the adjudicated West Coast and Central Subbasins of the Los Angeles Coastal Plain Groundwater Basin. Recycled water is supplied to GSWC by WBMWD.

### **1.3. PURPOSE**

The purpose of this WSA is to document the GSWC existing and future water supplies for its service area and compare them to the area's future water demand including that of the proposed Project. This comparison, conducted for a normal year, single-year drought, and multi-year drought, is the basis for an assessment of water supply sufficiency in accordance with the requirements of California Water Code Section 10910 (Senate Bill 610).

## **2. PROJECT WATER DEMAND**

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This section addresses water demands for the proposed land uses.

### **2.1. EXISTING WATER USE**

The existing site includes eight parcels (including the alternate Prairie Access Variant) currently occupied by various uses including a fast-food restaurant, a hotel, warehouse and light manufacturing facilities. Actual water usage for these parcels was not available from GSWC due to privacy concerns but water use was estimated by Stetson Engineers to be approximately 7.6 AFY (Stetson 2019). The estimate was based on water use records of similar establishments in the City of Lakewood, City of Inglewood, and City of Long Beach.

### **2.2. ESTIMATED FUTURE WATER DEMAND**

Estimation of the future water demand for the proposed Project was also calculated by Stetson Engineers in their Review of Water Demands memo for the IBEC Project (Stetson 2019). Water demand was estimated with standard water conservation and with enhanced water conservation based on Leadership in Energy and Environmental Design (LEED) requirements for certification.

The GSWC UWMP does not include an established methodology for estimating future demand. The water demand estimates are largely dependent on the Project's scope, and the Stetson memo assesses water demands under baseline conditions with standard levels

of water conservation. Project water demand estimates are summarized in **Table 1**. Total future demand is 102.8 AFY under baseline water conservation and includes 69.3 AFY for indoor water use, 15 AFY for outdoor use, and 18.4 AFY for the cooling tower associated with the area.

The water demands of Arena and Plaza events are calculated based on maximum attendance per event, number of employees per event, number and type of events expected per year, and water demand of end uses (kitchens, laundry, restrooms, etc.) as described in the LEED documentation (USGBC 2019). Office and retail water demand is calculated on a per employee/customer basis. Restaurant usage is calculated by a rate based on square footage derived from water use estimates for the Los Angeles Convention and Event Center, a similar sized project.

In addition, Stetson Engineers calculated water demands assuming LEED certification with increased water conservation, also shown on **Table 1**. The IBEC Project will meet the LEED certification including use of recycled water, water efficient fixtures, and smart meters. The water demands per end use (i.e. plumbing fixtures) were reduced based on LEED documentation; potable water use in landscaping was also reduced. Total future demand with LEED water conservations is 63.3 AFY with LEED water conservation and includes 25.4 AFY for arena and plaza events (10.7 + 14.7 AFY), 7.3 AFY for outdoor use, 30.6 AFY for remaining office, retail, and hotel uses.

To check these estimated demands, Todd Groundwater reviewed information for similar arenas in California and for the other proposed uses, as summarized in **Tables 2 and 3**. Independent evaluation of arena water uses used the Water and Sewer Analyses prepared for the new Golden State Warriors Arena in San Francisco (BKF 2015). The baseline water use for the Golden State Warriors Arena was estimated at 14 gallons per day per capita (gpd/c) and 3 gpd/c, for employees and visitors respectively. The anticipated annual events provided in the Stetson memo was used to estimate Arena water demand using the Golden State Warrior factors. It is assumed the factors include other facility water demands such as cooling towers. As shown on **Table 2**, the arena water use with this method is estimated at 22.7 AFY.

The water demands for other portions of the project were calculated using a water use factor and a base unit for each building use, as shown on **Table 3**. The attached practice and training facility is assumed to have a water use factor similar to a typical gym and is estimated to use 0.0625 gpd per square foot (gpd/sf) (MPWMD 2017). The office water demand factor is estimated at 0.15 gpd/sf based on a recent WSA prepared for the City of Burbank (Todd 2017). Medical clinics are estimated to use 0.62 GPD/sf, approximately four times as much water as a new office building (Mays 2001). The water demand for the proposed hotel is estimated assuming 150 rooms at 115 GPD per room (MPWMD 2017). Retail and community space at similar projects are estimated to use 0.172 gpd/sf (BKF 2015). Community spaces are estimated to use 0.47 gpd/sf (MPWMD 2017). Water demand estimates for the Outdoor Plaza assume that ten percent of the space would be landscaping, and the remainder would be hardscape. Outdoor hardscape water demand is driven by

washing surfaces and was assumed to occur four times per year, totaling to 0.00164 gpd/sf. Landscape irrigation is assumed to require 0.0195 gpd/sf.

Based on these assumptions and water demands, the Project potable demand can be independently estimated at 98.4 acre-feet per year (AFY). This confirms that the Stetson baseline water use estimate, 102.8 AFY, is reasonable given the anticipated events and uses of the project.

### **2.3. ESTIMATED FUTURE RECYCLED WATER USE**

To minimize demand on the Southwest System's potable water supply, GSWC is encouraging and incentivizing future developments to use recycled water in irrigation systems. If a recycled water main were extended to the site, it would be beneficial to use recycled water for non-potable uses such as irrigation. As the IBEC project plans to be LEED certified, the IBEC project is installing facilities for use of recycled water (when available) to offset irrigation water use.

## **3. GOLDEN STATE WATER COMPANY WATER DEMAND**

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This section summarizes water demands for the Golden State Water Company – Southwest System service area, the proposed retailer for the Project.

The first part describes the factors affecting total water demand, including climate, population and employment, plus the mix of customer types, such as residential, commercial, agricultural, and industrial. Management of water demand through water conservation is summarized. The second part documents water demands, not only under normal climatic conditions, but also during drought.

### **3.1. CLIMATE**

Climate has a significant influence on water demand on a seasonal and annual basis. This influence increases with the portion of water demand for outside uses, specifically landscape irrigation.

**Table 4** summarizes representative climate data for Inglewood, including average monthly and annual rainfall and evapotranspiration (ETO) from the California Irrigation Management Information System (CIMIS) Long Beach station #174 (CIMIS 2017). The Southwest Service Area has a semi-arid, Mediterranean climate, characterized by dry summers and wet winters with year-round moderate-to-warm temperatures. Reflecting this pattern, water demand in the Southwest System is greater in the summer than in the winter.

As it would for the entire region, climate change may affect future water supply availability for the Southwest System by reducing water availability, changing local precipitation patterns, and increasing water demands. As discussed in greater detail below, the Southwest System largely relies on imported water, but also uses local groundwater, and is



increasing its recycled water supply source to help offset potable demand.

### **3.2. POPULATION**

Population, a key factor in water demand, is analyzed in the GSWC 2015 UWMP for the Southwest System. **Table 5** reproduces the 2015 UWMP population values for the GSWC service area with projections to 2040.

### **3.3. CURRENT WATER USE SECTORS AND WATER DEMAND**

**Table 6** documents the historical water demand for the GSWC service area by water use sectors for fiscal years 2010 and 2015 from GSWC 2010 and 2015 UWMPs. The water use sectors (customer types) are listed on the left. Overall during the five-year period, total water use declined slightly, reflecting the success of water conservation programs among other factors.

### **3.4. PROJECTED WATER DEMAND**

**Table 7** summarizes actual 2015 and projected water demands for the Southwest System's service area from 2020 to 2040. Overall, the projections indicate increasing water demands to 2040 for each water use sector. Water demand estimates are driven by projections of population, households, and employment based on respective data from the Southern California Association of Governments (SCAG) as presented in the GSWC 2015 UWMP. The projected residential and commercial water demands reflect water demand increases associated with general commercial and residential growth in the Southwest Service Area and have not been allocated to specific development projects (Kennedy/Jenks Consultants 2016).

The 2015 UWMP estimates an approximate 3.9 percent annual growth in total water consumption until 2020. After 2020, demand is estimated to increase at 0.25 percent per year until 2040, presumably anticipating buildout. Population growth would also be 0.25 percent during this period. A detailed explanation of the population, household and employment projection process employed by SCAG can be found in the report: "Growth Forecast", a supplemental report to the SCAG "Regional Transportation Plan, 2012-2035" (SCAG 2012). The growth in demand is not allocated to planned or potential projects but is simply an estimate of growth consistent with regional projections. GSWC requires that all new projects register as a new business and provide information about the proposed water use. GSWC assesses these applications on a per project basis to determine if they are within the capability of the water system. GSWC requires new business to register as early as possible in the planning process. The IBEC project has been submitted to GSWC and the applicant has been collaborating with the retailer to provide as much information as possible about the water supply needs and groundwater well placement.

### **3.5. WATER CONSERVATION**

Water conservation has been mandated by the State and has become an important and effective means for municipal water providers to balance water demand and supply in the future and to address drought. As described in this section, GSWC and the City of Inglewood have implemented water conservation measures to manage water demand over the long term and during drought. The total future water demand may be lower than estimated above as the GSWC implements water conservation measure and efficiency requirements.

To manage water demand over the long term, the State's Water Conservation Act of 2009 (SBx7-7) called for a 20 percent reduction in urban water use by the year 2020. The Water Code was amended to require 2015 and 2020 water use targets to be developed in the 2010 UWMPs with updated targets in the 2015 UWMPs. For GSWC, the recalculated 2015 interim compliance target for per capita water consumption is 124 gallons per day per capita (gpcd) in accordance with Section 10608.20 (b)(3) of the Water Code (Kennedy/Jenks, 2016). GSWC's per capita water use in 2015 was calculated to be 87 gpcd, which is below the 2015 Interim Target and demonstrates the effect of long-term water conservation.

With regard specifically to drought and other short-term shortages, the UWMP documents the GSWC's Water Shortage Contingency Plan. The Golden State Water Company is an investor-owned utility, and as such, is subject to the California Public Utility Commission (CPUC). California Water Code, Section 357 requires that water suppliers subject to regulation by the CPUC must obtain approval prior to instituting mandatory water use restrictions and/or consumption regulation in response to water shortage emergencies. In the case of a water shortage emergency, GSWC will request approval from the CPUC to implement Rule 14.1 and establish three broad categories of conservation policy.

- Rule 14.1 A. Conservation-Non-Essential or Unauthorized Water Use – Voluntary – GSWC authorized to implement without additional CPUC advice.
- Rule 14.1 A. Conservation-Non-Essential or Unauthorized Water Use – Mandatory but without fines or surcharge tariff – GSWC required to file Tier 1 Advice Letter requesting authorization to institute a Schedule 14.1 Stage.
- Rule 14.1 B. Staged Mandatory Rationing of Water Usage – Includes authorization of fines and surcharge tariff - GSWC required to file Tier 2 Advice Letter requesting authorization to institute a Schedule 14.1 Stage.

Depending on the severity of the water shortage, a five-stage water-rationing plan may be implemented, corresponding to shortages of up to 10 percent, 20 percent, 30 percent, 40 percent, and 50 percent, respectively (Kennedy/Jenks 2016).

Water conservation was mandated in response to the recent drought of 2012 to 2016. On the state level, Governor Jerry Brown signed executive order B-29-15, which mandated a 25 percent reduction in urban potable water use (State of California 2015). On a local level, the

City of Inglewood passed Ordinance 15-02 in October 2014, which established emergency water conservation measures. These measures were made permanent in August 2017 by Resolution 17-124 (City of Inglewood 2017). GSWC also implemented Rule 14.1, with the staged action plan to reduce water usage by up to 50 percent. The water conservation measures limit outside watering of potable water, impose an obligation to repair leaks, require automatic shut off nozzles for hoses, restrict irrigation run off, and put limitations on swimming pools, among other restrictions.

Water conservation effectiveness is tracked; on a monthly basis, large urban water suppliers in California are required to report data on water production and conservation activities to the California State Water Resources Control Board (CSWRCB 2018). Water conservation effectiveness is measured by comparing current monthly water use to the amount of water used during calendar year 2013. In 2015, at the peak of a multiple year drought, GSWC reported that water use was reduced by up to 15.8 percent and the City of Inglewood reported a water use reduction of 21.3 percent compared to 2013. These data demonstrate that the water conservation measures were successful in reducing water demand during the extended drought.

#### **4. GOLDEN STATE WATER COMPANY WATER SUPPLY**

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The GSWC is the water retailer and provides water supply for domestic, irrigation and fire protection use. **Table 8a and 8b** present the historical water supply sources from 2010 and 2015 in terms of all sources (8a) and groundwater supply by aquifer (8b). The 2015 UWMP states that GSWC imports 76.5 percent of the potable water supply. Groundwater pumped from the West Coast and Central Basins contributes approximately 22 percent of the total water supply for the Southwest service area. Non-potable, GSWC recycled water contributes approximately 1.5 percent of the total supply.

##### **4.1. GROUNDWATER**

As indicated in **Table 8a**, approximately 22 percent of the GSWC water supply is from groundwater. **Table 8b** shows the amount pumped for the last five years of data presented in GSWC's UWMP; as shown, groundwater is pumped from the West Coast and Central Basins.<sup>1</sup> The West Coast Basin is situated beneath approximately 160 square miles of the southwest portion of the Los Angeles Coastal Plain Basin. Its boundary is defined by Santa Monica Bay on the west, Newport-Inglewood fault system on the east, San Pedro Bay to the south and the Ballona Escarpment in the north. The Central Basin, or southeastern portion of the Los Angeles Coast Plain Basin, has a surface area of 277 square miles. The Central Basin's boundaries extend from Merced and Puente Hills in the north, to the Newport-Inglewood fault system in the southwest and continue to the Orange County line in the southeast.

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<sup>1</sup> The West Coast and Central Basins are technically subbasins of the Coastal Plain of Los Angeles Groundwater Basin. However, they have been designated individually by the Department of Water Resources (DWR) as groundwater basins 4-11.03 and 4-11.04, respectively (DWR, 2003) and are referred to as basins in this text.

The water bearing deposits in both the West Coast and Central Basins include the unconsolidated and semi-consolidated marine and alluvial sediments of Holocene, Pleistocene, and Pliocene ages. The Holocene alluvium, (Gaspur and Semiperched aquifers), Upper Pleistocene Lakewood (Bellflower and Gardena aquifers), and Lower Pleistocene San Pedro Formations (Silverado aquifer) are the main groundwater producing units. The storage capacity for the West Coast Basin is estimated to be 6.5 million AF, while the Central Basin is estimated to hold approximately 13.8 million AF (California DWR, 2003).

Groundwater extraction by pumping wells is the primary means of groundwater discharge from the basin. The West Coast Basin receives inflow from artificial recharge projects, subsurface flow from the Central Basin, and percolation from rainfall. The California Department of Water Resources (DWR) estimated groundwater for urban use in the West Coast Basin at 51,673 AFY. Estimates of urban groundwater extraction in the Central Basin are significantly higher at 204,335 AFY (DWR, 2003).

The Salt and Nutrient Management Plan (SNMP) for the Central Basin and West Coast Basin (Todd Groundwater, 2015) documents that average salt and nutrient concentrations in the West Coast Basin groundwater do not meet water quality objectives of the Regional Water Quality Control Board because of historical seawater intrusion. However, existing and planned implementation measures (including the barrier projects, desalters, recharge projects and other programs) ensure that salt and nutrient levels in groundwater will achieve the objectives in the future.

In 1961, the West Coast Basin was adjudicated to prevent overpumping (which caused seawater intrusion) and to restore groundwater levels. The West Coast Basin Judgment limits the amount of groundwater each party can extract annually from the Basin, and these limits are monitored by DWR, the Court-appointed Watermaster. As part of the adjudication, the Central and West Basin Water Replenishment District (WRD)<sup>2</sup> was created to manage, regulate, and replenish the Central and West Coast Basins. The 1961 adjudication was modified in 2014 to form the West Basin Water Rights Panel to help ensure compliance with the Amended Judgment. In 2018, an additional judgment modified the agreement to add a process for users not in the original judgment an extraction exemption. The original 1961 adjudication and the 2018 update are attached as **Appendix A**.

In order to adjudicate water rights of groundwater and regulate pumping from the Central Basin, the WRD filed Case No. 786,656 on January 2, 1962, in the Superior Court, County of Los Angeles, naming more than 700 parties as defendants (**Appendix B**). The first Central Basin Judgment became effective on October 1, 1966. The first amendment to the Judgment was implemented on March 21, 1980 and transitioned the administrative year from a water year (October 1 to September 30) to a fiscal year (July 1 to June 30). On May 6, 1991, the Judgment was amended again to modify the carryover and overproduction provisions. The Judgment was most recently amended by the Court in December 2013, which initiated a water storage program. Golden State Water Company has an Allowed Pumping Allocation

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<sup>2</sup> Renamed Water Replenishment District (WRD) of Southern California.

(APA) of 16,439 AFY from the Central Basin and 7,502 AFY from the West Coast Basin. The APA for each basin is the allotted amount for all GSWC's systems. However, the total can be adjusted based on carryover rules and additional water can be leased from other water rights holders in the Central Basin. GSWC operates and maintains ten groundwater well sites; two in the Central Basin and eight in the West Coast Basin.

#### **4.2. RECYCLED WATER**

The proposed Project will use recycled water when infrastructure is available to provide recycled water. The GSWC is pursuing opportunities to increase its use of recycled water as part of its overall water supply portfolio. GSWC purchases recycled water from WBMWD. WBMWD purchases and resells tertiary-treated recycled water produced at the Los Angeles County Sanitation District's Los Coyotes and San Jose Creek Water Reclamation Plants. The primary uses of recycled water in the GSWC system area are irrigation of landscaping, indirect potable reuse, and injection as part of the seawater intrusion barrier program. The 2015 UWMP notes that there is potential to increase recycled water use, but also limitations to connecting new customers. Recycled water delivery infrastructure is wholly owned by WBMWD, and GSWC would need to work with the water district to determine if a recycled water connection to the Project is feasible.

Recycled water volumes supplied to GSWC are presented on **Table 8** for years 2010 and 2015. In 2015 recycled water accounted for approximately 1.5 percent of the water supply.

#### **4.3. IMPORTED WATER**

In 2015, GSWC purchased approximately 21,000 AF or 76 percent of its potable water supply from CBMWD and WBMWD. Imported water (delivered through CBMWD and WBMWD) is provided by MWD from the Colorado River, the Sacramento-San Joaquin River Delta (Delta) via the State Water Project, desalination, recovered groundwater banking, and other sources). These sources provide Southern California with approximately 2 million acre-feet (MAF) of water annually for urban uses. The Colorado River provides approximately 4.4 MAF annually for agricultural and urban uses while the Delta supplies Southern California with over 1 MAF annually. MWD receives its water supply via the Colorado River Aqueduct and the California Aqueduct. The Colorado River Aqueduct, managed by MWD, is 242 miles long and conveys water from the Colorado River to Lake Matthews. The California Aqueduct, part of the State Water Project and operated by the California Department of Water Resources, is 444 miles long and carries water from the Delta to Southern California.

Purchased water is delivered to GSWC through fourteen imported water connections. Combined, these connections have a total delivery capacity of 83,304 AFY. For comparison the maximum amount of water imported by GSWC between 2011 and 2015 was 21,023 AFY. It is anticipated that these connections should be sufficient to meet normal and dry year demand.

GSWC has five-year purchase agreements with WBMWD and CBMWD with rates based on a two-tier rate structure. Tier 1 is an agreed supply allotment at one rate, and additional supplies in excess of the agreement would be charged at a Tier 2 rate. Because of recent changes with a new purchase agreement with MWD, WBMWD and CBMWD have not developed new agreements with member agencies. However, CBMWD did recommend a Tier 1 water budget for agencies seeking to establish annual purchase limits, indicating that the base agreement water supply will continue to be available. GSWC is actively pursuing the availability of a reliable, cost effective supply of imported water through the implementation of conjunctive use storage programs in the Central and West Coast basins. Even with these limitations, the 2015 UWMP indicated that GSWC will have a sufficiently reliable supply of water to meet projected demand (Kennedy/Jenks, 2016).

#### **4.4. WATER SUPPLY IN NORMAL AND DROUGHT PERIODS**

The California Water Code requires a WSA to include discussion of how supply will meet demand during normal, single dry, and multiple-dry years during a 20-year projection. The GSWC's 2015 UWMP, included herein by reference, provides discussion of water supply and demand in normal and drought periods.

The historical normal year was selected as FY 1996-1997, and FY 2006-2007 was used as a historical single dry year. GSWC selected the historical drought of 1959 through 1961 to estimate the projected water demands during a multiple dry year period. Available volumes for base water year data were not provided; however, the UWMP indicated that during the single-dry year and multiple-dry year periods, the water system received 100 percent of average supply. While the multiple dry years (1959-1961) reflect a historical period with less water demand, the period also preceded importation of State Water Project Water and thus involved a greater reliance on local groundwater supplies. This multiple year drought selection was deemed appropriate by DWR for the purposes of the UWMP. It is noteworthy that GSWC and their wholesalers did not experience a water supply shortage during the most recent drought (2012-2016). Imported water increased by 67 percent in 2015 during the most recent drought (Kennedy/Jenks, 2016). According to the UWMP from Metropolitan (the regional wholesaler of imported water), water supplies are projected to remain at similar levels during multiple year droughts through 2040. According to their UWMP, total local supplies (including imported water) will decrease around 5 percent from average conditions in 2040 (Metropolitan 2016 Table 2-2 and Table 2-3).

In addition, GSWC anticipates that the recycled water supply will remain constant through single-year and multi-year droughts. While recycled water can be affected by indoor water conservation measures, it generally is recognized as reliable during drought (PPIC, 2018; WBMWD, 2018). As documented in the GSWC UWMP, recycled water supplies increased during the most recent drought.

#### 4.5. PROJECTED WATER SUPPLY: REGIONAL SUPPLY AND DEMAND

Contracts for imported water are not currently in place for projection to the planning horizon; however, regional water supplies are not expected to change significantly according to the UWMPs of regional wholesalers. To recap, GSWC receives imported water from WBMWD, CBMWD, and Metropolitan; WBMWD and CBMWD document their future supply and demand in regional UWMPs (WBMWD, 2016 and Arcadis, 2016) that include GSWC Southwest's service area. In turn, Metropolitan's UWMP encompasses WBMWD and CBMWD.

As documented in Tables 9, 10, and 11, the Metropolitan, WBMWD, and CBMWD UWMPs all show sufficient supplies to meet projected future demands in the region during all conditions including average, dry, and multiple-dry years (Metropolitan 2016, WBMWD 2016, Arcadis 2016).

CBMWD's UWMP indicates that it "has taken important steps during the past decade to reduce its service area's vulnerability to extended drought and other potential threats". These steps include expanding its recycled water distribution and enhancing groundwater sustainability by increasing recharge in wet years. In an average year, CBMWD anticipates an increase in supply delivered from 266,487 in 2015 (CBMWD UWMP Table 3-2) to 317,981 AFY in 2040 (CBMWD UWMP Table 3-5), a total increase of 51,494 AFY. These increases in supply are based on plans to expand groundwater production, recycled water, and purchased water from Metropolitan by approximately 20,000 AFY, 12,000 AFY, and 20,000 AFY, respectively.

To estimate projected water demand, CBMWD uses a combination of historical water use analysis, population growth, and commercial and residential development data plus the assistance of Metropolitan's forecasting model known as MWD-MAIN (Municipal and Industrial Needs) Water Use Forecasting System. The MWD-MAIN forecasting model provides estimated urban water demand for the next 25 years. To project water demands, MWD-MAIN incorporates census data, industrial growth, employment and regional development from regional planning agencies, such as SCAG. It also accounts for current and future water conservation and education programs.

As shown in **Table 9** (from CBMWD's UWMP Tables 3-5, 3-6, and 3-7), the wholesaler is projecting a net supply surplus under all conditions, up to 8,302 AFY in an average year (CBMWD 2016).

WBMWD's UWMP also shows commitment to meeting the demands of retailers including GSWC. The UWMP details WBMWD's plan "to continue to improve the reliability of its supplies to its customer agencies by increasing recycled water supplies as well as potentially investing in over 20,000 AFY of desalinated ocean water supply."

WBMWD anticipates it can continue to meet demand, which increases from 135,369 AFY in 2015 to 144,126 AFY in 2040, a total of 8,757 AFY (Table 3-6). As described in its UWMP,

West Basin relied solely on Metropolitan’s projections for total demand and water use efficiency, which used data from the SCAG 2012 Regional Transportation Plan/Sustainable Community Strategy (April 2012). The SCAG regional growth forecasts provide core assumptions for estimating retail demand; as described in the WBMWD UWMP, SCAG projections undergo extensive local review and incorporate zoning information from city and county general plans.

**Table 10** reproduces information from WBMWD UWMP Tables 5-3, 5-4, and 5-5 and shows that in normal and dry years WBMWD has sufficient supply to meet this increasing demand. In a multiple dry year and only in 2020, WBMWD will have to rely on its water supply contingency plan that puts water conservation into effect. The wholesaler has demonstrated the effectiveness of these measures during the previous multiple year drought; as noted in the UWMP “West Basin’s customer agencies have achieved an overall total reduction of 19% water conservation for the period June 2015 to February 2016 as compared to the same months in 2013” (UWMP 2016). As noted above, WBMWD plans to meet the projected future demand with a diverse supply portfolio. WBMWD has plans in place to expand its water use efficiency programs, further develop recycled water, and add ocean water desalination supplies to improve its immediate, near- and long-term reliability of supplies.

Metropolitan, the supplier to both of GSWC’s wholesalers, similarly plans to increase supply to meet projected growth as shown on **Table 11**. In average conditions, Metropolitan is planning a 111,000 AFY increase in supply from 2,578,000 2015 to 2,689,000 AFY in 2040 (Metropolitan Water District, 2016, Table 1-5). Metropolitan is pursuing several projects to increase its water supply including:

- Finding long-term solutions for the Delta
- Developing storage programs related to the SWP and the Colorado River
- Developing storage and groundwater management programs within the Southern California region
- Increasing water recycling, groundwater recovery, and seawater desalination
- Developing water supply management programs outside of the region.

Based on the above, the available increase in supply indicated by all three wholesalers would accommodate the proposed project’s net water demand of 95 AFY (103 total demand less 8 AFY existing demand).

#### **4.6. GSWC PROJECTED WATER SUPPLY: NORMAL AND DROUGHT YEARS**

For the Golden State Water Company Southwest System, **Table 12** summarizes water supply and demand for a normal year. The total water supply (based on GSWC’s current portfolio of water supplies) is projected to meet the total water demand. To assess its future water supply portfolio, GSWC assumes constant supplies through 2040 of imported water from CBMWD, plus groundwater from the Central and West Coast Basins and recycled water. The assumed amounts of CBMWD imported water and groundwater are less than recent historical totals (see 2010 and 2015 values in Table 6). Recycled water projections include



recent supplies and planned projects. To meet demand, GSWC plans to increase the amount of purchased imported water from WBMWD through 2040. However, no plans are currently in place beyond 2024 and GSWC will develop new agreements with WBMWD when WBMWD begin to assess future supply for their retailers. While WBMWD projects a shortage of water if a multiple dry year occurred in 2020, GSWC would continue to receive its current contracted amount through 2024. By 2025, WBMWD's UWMP projects that water supply is sufficient to meet the region's growing demand. It is therefore likely GSWC will be able to extend and increase its agreement with WBMWD.

Groundwater production is capped at the GSWC's adjudicated Allowed Pumping Allocation (APA) of 16,553.62 AFY, but there are opportunities to store water in the basins, up to 200 percent of the APA per year. Additional leased groundwater may also be available in both the Central Basin and West Coast Basin. These leases are renewed annually, on an as needed basis. In the past, as much as 61,067 AFY and 39,889 AFY from the Central and West Coast Basins, respectively, have represented unpumped adjudicated rights that may be available for GSWC to lease to augment their Central Basin APA and/or West Coast Basin water rights and to support overall water supply reliability (Kennedy/Jenks, 2016). Accordingly, as part of a future water supply, GSWC plans to store and to purchase groundwater in the Central and or West Basins (Kennedy/Jenks, 2016). To develop and implement a storage and recovery program, GSWC is planning to improve infrastructure and install new wells. These options are being explored currently, and supply quantities associated with a storage program have not yet been determined. There is no additional information related to an alternative.

**Tables 13 and 14** show supply and demand in single-year and multi-year dry conditions. The available water supplies in a single-dry year and multiple dry years were estimated using the observed ratio of normal to dry years in past years.

As documented in its UWMP, GSWC does not rely on assumed water conservation performance in order to balance available water supplies with water demands for both single and multiple dry years through 2040 (Kennedy/Jenks, 2016). In other words, normal and dry year demands are indicated to be the same. Nonetheless, water use efficiency mandates and water conservation measures (by GSWC and the City of Inglewood) were effective during the last drought and are likely to reduce demand during future droughts. Note that supply is shown as equal to demand. It is common practice in UWMPs to presume that the water agency generates no more supply than what is needed and delivered to customers including associated system water losses.

## **5. COMPARISON OF SUPPLY AND DEMAND**

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As documented in **Tables 12, 13, and 14**, GSWC has indicated sufficient water supply to fulfill demand in normal, single dry, and multiple dry years with a 20-year projection. To further increase their portfolio, GSWC has indicated that they plan to purchase and store water in the Central Basin and/or the West Coast Basin. The amounts to be supplied from these projects are not yet quantified, pending further development of purchase

agreements, but base agreement water supply will continue to be available. As documented in its UWMP, GSWC has a portfolio of supplies to rely on during normal and dry years. The reliability of this supply is evidenced by the fact that GSWC was supplied with 100 percent of demand during the most recent multi-year drought. Additionally, water use for 2015 shows that conservation measures implemented by GSWC and the City of Inglewood were successful in reducing demand in the service area.

The Golden State Water Company - Southwest System 2015 Urban Water Management Plan did not specifically include the Inglewood Basketball and Entertainment Center in its water demand estimates. Nonetheless, the UWMP anticipates commercial growth in the service area. Water demand estimates for commercial customers through 2020 are projected to increase by 591 AFY. The net water demand for the proposed Project is estimated at 94.2 AFY (102.8 total demand less 8 AFY existing demand); this conservatively assumes no LEED water conservation. This estimated Project water demand represents approximately 16 percent of the projected increase between 2015 and 2020 for all commercial uses. This comparison suggests that the Project water demand can be accommodated within the planned commercial growth. Up-to-date water demand data for commercial customers in fiscal years 2016, 2017, and 2018 were not available at the time this WSA was prepared. These data would allow comparison of the net water demand for the proposed Project to the current and projected commercial water demands.

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# Tables and Figure

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**Table 1. Summary of Stetson Engineers Water Demands Analysis**

Water Use Type	Estimated Water Demands (AFY)	
	Baseline Conservation	LEED Certification
<b>Indoor</b>		
Arena and Plaza Events [1]	21.0	10.7
Office Space	8.8	6.1
Retail Space	8.1	4.0
Restaurant Space	8.1	4.4
Indoor Washdown	2.4	2.4
Hotel (150 rooms)	21.0	13.7
<b>Subtotal - Indoor</b>	<b>69.3</b>	<b>41.2</b>
<b>Outdoor</b>		
Landscape	14.3	6.6
Outdoor Washdown	0.7	0.7
<b>Subtotal - Outdoor</b>	<b>15.0</b>	<b>7.3</b>
<b>Other</b>		
Arena and Plaza Events [2]	18.4	14.7
<b>Subtotal - Other</b>	<b>18.4</b>	<b>14.7</b>
<b>Total</b>	<b>103</b>	<b>63</b>

**Notes:**

- [1] Excludes arena structure cooling tower water demands
- [2] Arena structure cooling tower water demands
- [3] Pursuant to the LEED's "Indoor Water Use Reduction" category

**Table 2. Confirmation of IBEC Water Demands (Arena and Plaza Events)**

Event Type	Number of Employees per Event [1]	Maximum Attendance per Event [1]	Baseline Water Use (gpcd)		Events per Year [1]	Estimated Baseline Water Demand Gallons per Year	AFY
			Per Employee [2]	Per Visitor [2]			
<b>LA Clippers Home Games</b>	1,320	18,000	14.0	3.0	49	3,551,520	10.9
<b>Concerts</b>							
5 per year (large)	1,120	18,500	14.0	3.0	5	355,900	1.1
8 per year (medium)	795	14,500	14.0	3.0	8	437,040	1.3
10 per year (small)	530	9,500	14.0	3.0	10	359,200	1.1
<b>Family Shows</b>							
20 per year	530	8,500	14.0	3.0	20	658,400	2.0
<b>Other Events</b>							
35 per year	480	7,500	14.0	3.0	35	1,022,700	3.1
<b>Corporate/Community Events</b>							
100 per year	25	2,000	14.0	3.0	100	635,000	1.9
<b>Plaza Events</b>							
16 per year	25	4,000	14.0	3.0	16	197,600	0.6
<b>Practice Events</b>							
260 per year [3]	54	0	14.0	3.0	260	196,560	0.6
<b>Total</b>						<b>7,413,920</b>	<b>22.7</b>

**Notes:**

AFY = acre feet per year

gpcd = gallons per day per capita

**Source:**

[1] "IBEC Anticipated Annual Events Characteristics", Wilson Meany

[2] BFK Golden State Warriors Arena Water Use

[3] Pursuant to Montgomery Clark Advisors e-mail dated May 8, 2019



**Table 3. Confirmation of Proposed Project Water Demand**

Land Use	Area (sq ft)	Demand Factor (gpd per sq ft)	Water Demand (gpd)	Water Demand (AFY)
Arena	18,500 Seats	4 gpd/seat <sup>1</sup>	based on event	22.7
Training Facility	85,000	0.0625 <sup>2</sup>	5,314	6.0
Office Space	71,000	0.15 <sup>3</sup>	10,863	12.2
Medical Clinic	25,000	0.62 <sup>4</sup>	15,462	17.3
Restaurant/Lounge	8,000	0.3 <sup>1</sup>	2,400	2.7
Outdoor Plaza	65,000			
Retail	24,000	0.172 <sup>1</sup>	4,128	4.6
Community Space	15,000	0.47 <sup>2</sup>	7,050	7.9
Restaurants	16,000	0.3 <sup>1</sup>	4,800	5.4
Hardscape	58,500	0.00164 <sup>1</sup>	96	0.1
Landscape	6,500	0.0195 <sup>2</sup>	127	0.1
Hotel	150 rooms	115 gpd/room <sup>2</sup>	17,250	19.3
Parking Facility	---	0.0 <sup>5</sup>	0	0.0
<b>PROJECT TOTAL</b>			<b>67,490</b>	<b>98.4</b>

Demand Factor Source: 1 BKF Engineers, Golden State Warriors Arena, 2015  
 2 Monterey Peninsula Water Management District, 2017  
 3 Todd, 2017, WSA for Burbank  
 4 Mays, 2001  
 5 Todd, 2017, WSA for City of Downey

**Table 4. Climate Data**

Parameter	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Temp <sup>2</sup> <sub>Min</sub> (°F)	48	49	51	53	56	60	63	64	63	59	52	48	<b>55</b>
Temp <sup>2</sup> <sub>Max</sub> (°F)	69	67	69	71	72	75	80	82	83	78	73	68	<b>74</b>
Temp <sup>1</sup> <sub>avg</sub> (°F)	65	65	65	67	69	72	75	76	76	74	70	66	<b>70.10</b>
Rainfall <sup>2</sup> (in)	2.65	2.67	1.85	0.77	0.17	0.05	0.02	0.07	0.16	0.39	1.40	1.82	<b>12.02</b>
ETo <sup>1</sup> (in)	1.92	2.27	3.65	4.53	4.93	4.85	5.56	5.41	4.28	3.18	2.05	1.63	<b>44.27</b>

Source: GSWC 2015 UWMP, Section 3.2

1) Long Beach CIMIS Station #174, Sept 2000 - 2018

2) WRCC LA Intl Airport Station ([www.wrcc.dri.edu](http://www.wrcc.dri.edu)) January 1936 to June 2016

**Table 5. Population Projections**

<b>Population</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>
GSWC-SW Population Served <sup>1</sup>	275,369	282,455	289,326	296,365	303,576	310,961
Assumed Annual Growth	0	0.51%	0.48%	0.48%	0.48%	0.48%

Source: GSWC 2015 UWMP, Table 3-1.

**Table 6. Historical Water Demand by Water Use Sectors (AFY)**

Customer Type	Actual Water Demand (AFY)	
	2010	2015
Single-Family Residential	10,422	9,027
Multi-Family Residential	9,367	8,784
Commercial	4,425	4,133
Industrial	1,921	1,770
Institutional/Governmental	873	904
Landscape Irrigation	755	672
Agricultural	4	378
Other	27	10
Losses	---	1,262
<b>Total Potable Demand</b>	<b>27,794</b>	<b>26,938</b>
Recycled Water Demand	219	393
<b>TOTAL WATER CONSUMPTION</b>	<b>28,013</b>	<b>27,331</b>

Source: GSWC 2010 UWMP, Table 3-11  
 GSWC 2015 UWMP, Table 4-1  
 Losses not calculated in GSWC 2010  
 Notes: UWMP

**Table 7. Projected Water Demand by Water Use Sectors (AFY)**

Customer Type	Actual Demand	Projected Water Demand (AFY)				
	2015	2020	2025	2030	2035	2040
Single-Family Residential	9,027	11,324	11,463	11,604	11,746	11,891
Multi-Family Residential	8,784	10,004	10,127	10,252	10,379	10,506
Commercial	4,133	4,724	4,775	4,828	4,882	4,936
Industrial	1,770	1,851	1,872	1,893	1,913	1,936
Institutional/Governmental	904	993	1,004	1,016	1,027	1,039
Landscape Irrigation	672	1,074	1,088	1,103	1,117	1,131
Agricultural	378	263	296	329	361	394
Other	10	23	24	24	24	25
Losses	1,262	2,017	2,043	2,069	2,095	2,122
<b>Total Potable Demand</b>	<b>26,938</b>	<b>32,271</b>	<b>32,692</b>	<b>33,116</b>	<b>33,545</b>	<b>33,980</b>
<b>Recycled Water Demand</b>	<b>393</b>	<b>809</b>	<b>809</b>	<b>809</b>	<b>809</b>	<b>809</b>
<b>TOTAL WATER DEMAND</b>	<b>27,331</b>	<b>33,080</b>	<b>33,501</b>	<b>33,925</b>	<b>34,354</b>	<b>34,789</b>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2.

**Table 8a. Historical Water Supply All Sources (AFY)**

Water Supply	Source	2010	2015
Purchased or Imported Water	Central Basin Municipal Water District	12,594	3,627
Purchased or Imported Water	West Basin Municipal Water District		17,397
Groundwater	Central and West Coast Subbasin	17,073	5,914
Recycled Water	West Basin Municipal Water District	219	393
<b>TOTAL</b>		<b>29,886</b>	<b>27,331</b>

Source: GSWC 2010 UWMP, Table 4-1  
 GSWC 2015 UWMP, Table 6-8

**Table 8b. Historical Groundwater Supply by Aquifer (AFY)**

Water Supply	Source	2010	2011	2012	2013	2014	2015
Groundwater	Central Subbasin in the Coastal Plain of Los Angeles Groundwater Basin	3,230	3,260	3,250	2,920	2,861	430
Groundwater	West Coast Subbasin in the Coastal Plain of Los Angeles Groundwater Basin	13,843	13,116	12,732	12,738	13,333	5,484
<b>Groundwater</b>	<b>Total</b>	<b>17,073</b>	<b>16,376</b>	<b>15982</b>	<b>15658</b>	<b>16,194</b>	<b>5,914</b>

Source: GSWC 2015 UWMP, Table 6-1 (2010-2015)

### Table 9. CBMWD UWMP Projected Supply and Demand

Table 9a: Regional Normal Year Supply and Demand Comparison (AF)

Regional Normal Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040
Supply totals	307,980	312,241	315,493	316,737	317,981
Demand totals	304,559	306,598	308,995	308,635	309,679
Difference	3,421	5,643	6,498	8,102	8,302

NOTES:

Table 9b: Regional Single Dry Year Supply and Demand Comparison (AF)

Regional Single Dry Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040
Supply totals	307,980	312,241	315,493	316,737	317,981
Demand totals	305,168	307,211	309,613	309,252	310,298
Difference	2,812	5,030	5,880	7,485	7,683

NOTES:

Table 9c: Regional Multiple Dry Years Supply and Demand Comparison (AF)

Regional Multiple Dry Years Supply and Demand Comparison						
		2020	2025	2030	2035	2040
First year	Supply totals	307,980	312,241	315,493	316,737	317,981
	Demand totals	306,386	308,438	310,849	310,487	311,537
	Difference	1,594	3,803	4,644	6,250	6,444
Second year	Supply totals	307,980	312,241	315,493	316,737	317,981
	Demand totals	306,386	308,438	310,849	310,487	311,537
	Difference	1,594	3,803	4,644	6,250	6,444
Third year	Supply totals	307,980	312,241	315,493	316,737	317,981
	Demand totals	306,386	308,438	310,849	310,487	311,537
	Difference	1,594	3,803	4,644	6,250	6,444

NOTES:

## Table 10. WBMWD UWMP Projected Supply and Demand

Table 10a: Regional Normal Year Supply and Demand Comparison (AF)

Regional Normal Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040
Supply totals	138,320	144,289	144,308	144,548	144,126
Demand totals	138,320	144,289	144,308	144,548	144,126
Difference	0	0	0	0	0
NOTES:					

Table 10b: Regional Single Dry Year Supply and Demand Comparison (AF)

Regional Single Dry Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040
Supply totals	142,470	148,618	148,637	148,884	148,450
Demand totals	142,470	148,618	148,637	148,884	148,450
Difference	0	0	0	0	0
NOTES:					

Table 10c: Regional Multiple Dry Years Supply and Demand Comparison (AF)

Regional Multiple Dry Years Supply and Demand Comparison						
		2020	2025	2030	2035	2040
First year	Supply totals	124,894	151,503	151,523	151,775	151,332
	Demand totals	145,236	151,503	151,523	151,775	151,332
	Difference	(20,342)	0	0	0	0
Second year	Supply totals	124,894	151,503	151,523	151,775	151,332
	Demand totals	145,236	151,503	151,523	151,775	151,332
	Difference	(20,342)	0	0	0	0
Third year	Supply totals	124,894	151,503	151,523	151,775	151,332
	Demand totals	145,236	151,503	151,523	151,775	151,332
	Difference	(20,342)	0	0	0	0
NOTES:						



**Table 11. Metropolitan UWMP Projected Supply**

(Acre-Feet)	2020		2030		2040	
	Average Year	Dry Year	Average Year	Dry Year	Average Year	Dry Year
Local Groundwater						
From Natural Recharge	1,011,000	1,007,000	1,004,000	1,005,000	1,005,000	1,006,000
Replenishment	292,000	298,000	297,000	297,000	297,000	297,000
Local Projects						
Groundwater Recovery	143,000	139,000	163,000	162,000	167,000	167,000
Recycling	436,000	427,000	486,000	482,000	509,000	507,000
Seawater Desalination	51,000	56,000	51,000	56,000	51,000	56,000
Local Runoff Stored	110,000	102,000	110,000	102,000	110,000	102,000
Los Angeles Aqueduct	261,000	113,000	264,000	125,000	268,000	133,000
IID-SDCWA Transfer and Canal Linings	274,000	274,000	282,000	282,000	282,000	282,000
<b>Total</b>	<b>2,578,000</b>	<b>2,416,000</b>	<b>2,657,000</b>	<b>2,511,000</b>	<b>2,689,000</b>	<b>2,550,000</b>

**Table 12. Projected Normal Year Supply and Demand Comparison (AFY)**

Water Sources	Details	2020	2025	2030	2035	2040
<b>Available Supply (AF)</b>						
Purchased or Imported Water	Central Basin Municipal Water District	2,800	2,800	2,800	2,800	2,800
Purchased or Imported Water	West Basin Municipal Water District	13,371	13,792	14,216	14,645	15,080
Groundwater	Central Subbasin in the Coastal Plain of Los Angeles Groundwater Basin	3,100	3,100	3,100	3,100	3,100
Groundwater	West Coast Subbasin in the Coastal Plain of Los Angeles Groundwater Basin	7,502	7,502	7,502	7,502	7,502
Groundwater	West Coast Subbasin in the Coastal Plain of Los Angeles Groundwater Basin (leased water)	5,498	5,498	5,498	5,498	5,498
Recycled Water	Purchased from WBMWD	809	809	809	809	809
<b>Total Supply</b>		<b>33,080</b>	<b>33,501</b>	<b>33,925</b>	<b>34,354</b>	<b>34,789</b>
<b>Demand (AF)</b>						
<b>Total Normal Demand</b>		<b>33,080</b>	<b>33,501</b>	<b>33,925</b>	<b>34,354</b>	<b>34,789</b>
<b>Supply/Demand Comparison</b>						
<b>Supply/Demand Difference</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2, 6-9, 7-1, 7-2

**Table 13. Single Dry Year Supply and Demand Comparison (AFY)**

Water Sources	2020	2025	2030	2035	2040
<b>Available Supply (AF)</b>					
Total Supply	33,080	33,501	33,925	34,354	34,789
Normal Year Supply	33,080	33,501	33,925	34,354	34,789
% of Normal Year	100%	100%	100%	100%	100%
<b>Demand (AF)</b>					
Total Dry Demand	33,080	33,501	33,925	34,354	34,789
Normal Year Demand	33,080	33,501	33,925	34,354	34,789
% of Normal Year	100%	100%	100%	100%	100%
<b>Supply/Demand Comparison</b>					
<b>Supply/Demand Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

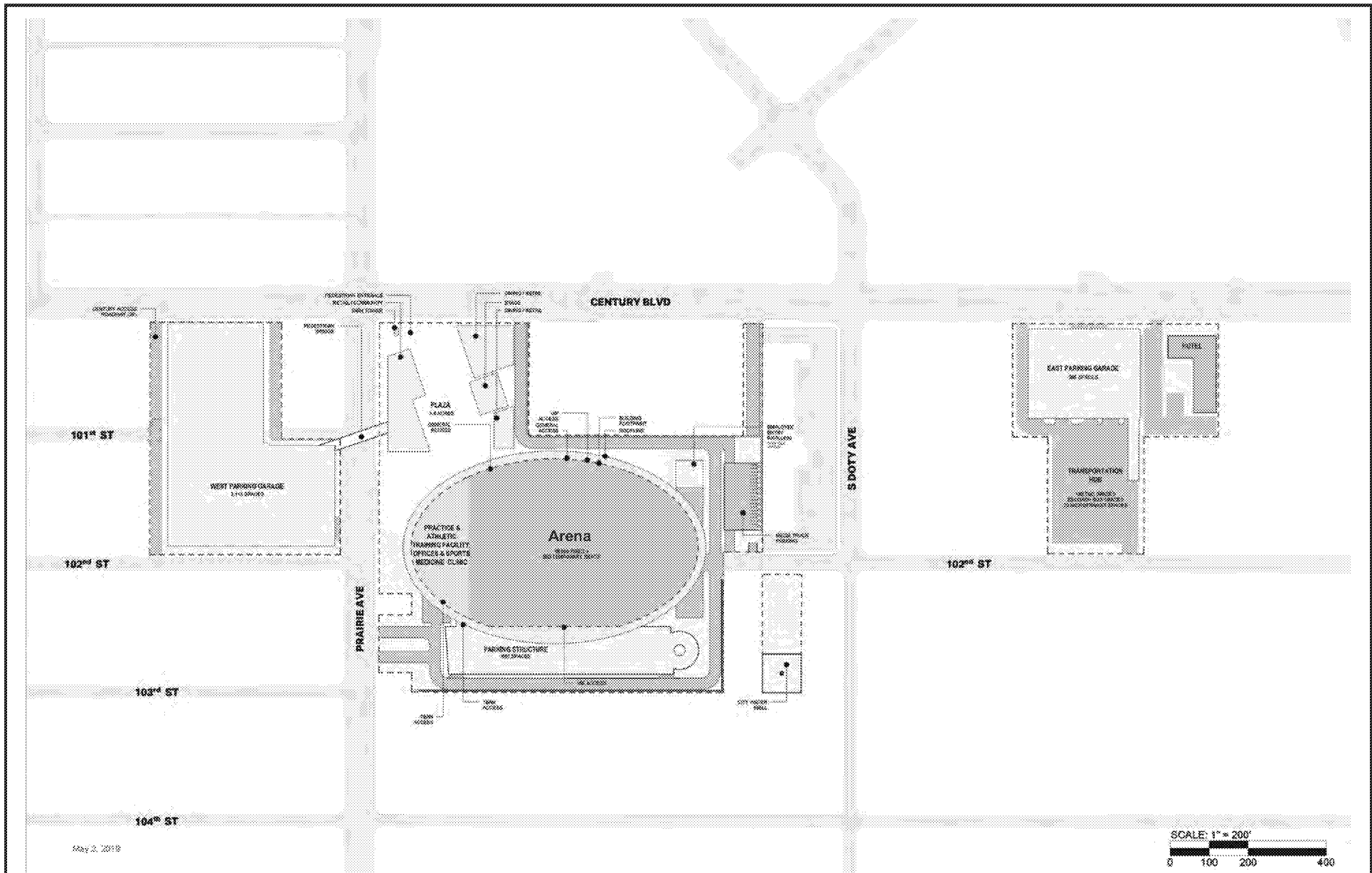
Source: GSWC 2015 UWMP, Tables 4-1 and 4-2, 6-9, 7-1, 7-3

**Table 14. Multiple Dry Year Supply and Demand Comparison (AFY)**

<b>Water Sources</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>
<b>First year</b>					
Supply totals	33,080	33,501	33,925	34,354	34,789
Demand totals	33,080	33,501	33,925	34,354	34,789
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Second year</b>					
Supply totals	33,080	33,501	33,925	34,354	34,789
Demand totals	33,080	33,501	33,925	34,354	34,789
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Third year</b>					
Supply totals	33,080	33,501	33,925	34,354	34,789
Demand totals	33,080	33,501	33,925	34,354	34,789
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2, 6-9, 7-1, 7-4





May 2, 2019

Source: IBEC Project

July 2019

**TODD**   
GROUNDWATER

**Figure 1**  
Site Plan  
Inglewood Basketball  
and  
Entertainment Center



# **Appendix A**

## **West Basin Adjudication**

DRAFT





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Judgment entered  
August 22, 1961  
Book 4291,  
Page 62

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

CALIFORNIA WATER SERVICE COMPANY, et al,  
Plaintiffs.  
vs.  
CITY OF COMPTON, et al,  
Defendants.

No. 506,806  
JUDGMENT

The above-entitled matter came on regularly for further trial before the Honorable George Francis, Judge of the Superior Court of the State of California, assigned by the Chairman of the Judicial Council to sit in this case on Friday the 21st day of July, 1961. Thereupon plaintiffs filed a dismissal of the action as to certain defendants named in the Complaint, and in the amended Complaint herein who are not mentioned or referred to in Paragraph IV of this Judgment, and the further trial of the action proceeded in respect to the remaining parties.

Oral and documentary evidence was introduced, and the matter was submitted to the Court for decision. The Court having made and filed its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

2 There exists in the County of Los Angeles, State of Cali-  
3 fornia, an underground water basin or reservoir known and here-  
4 inafter referred to as "West Coast Basin" or the "Basin," and  
5 the boundaries thereof are described as follows:

6 Commencing at a point in the Baldwin Hills about  
7 1300 feet north and about 100 feet west of the intersec-  
8 tion of Marvale Drive and Northridge Drive; thence through  
9 a point about 200 feet northeasterly along Northridge  
10 Drive from the intersection of Marvale and Northridge  
11 Drives to the base of the escarpment of the Potrero  
12 fault; thence along the base of the escarpment of the  
13 Potrero fault in a straight line passing through a  
14 point about 200 feet south of the intersection of  
15 Century and Crenshaw Boulevards and extending about  
16 2650 feet beyond this point to the southerly end of  
17 the Potrero escarpment; thence from the southerly end  
18 of the Potrero escarpment in a line passing about 700  
19 feet south of the intersection of Western Avenue and  
20 Imperial Boulevard and about 400 feet north of the  
21 intersection of El Segundo Boulevard and Vermont  
22 Avenue and about 1700 feet south of the intersection  
23 of El Segundo Boulevard and Figueroa Street to the  
24 northerly end of the escarpment of the Avalon-Compton  
25 fault at a point on said fault about 700 feet west of  
26 the intersection of Avalon Boulevard and Rosecrans  
27 Avenue; thence along the escarpment of the Avalon-  
28 Compton fault to a point in the Dominguez Hills located  
29 about 1300 feet north and about 850 feet west of the  
30 intersection of Central Avenue and Victoria Street;  
31 thence along the crest of the Dominguez Hills in a  
32 straight line to a point on Alameda Street about 2900

1 feet north of Del Amo Boulevard as measured along  
2 Alameda Street; thence in a straight line extending  
3 through a point located on Del Amo Boulevard about  
4 900 feet west of the Pacific Electric Railway to a  
5 point about 100 feet north and west of the intersec-  
6 tion of Dixby Road and Del Mar Avenue; thence in a  
7 straight line to a point located about 750 feet west  
8 and about 730 feet south of the intersection of Wardlow  
9 Road and Long Beach Boulevard at the escarpment of the  
10 Cherry Hill fault; thence along the escarpment of the  
11 Cherry Hill fault through the intersection of Orange  
12 Avenue and Willow Street to a point about 400 feet east  
13 of the intersection of Walnut and Creston Avenues; thence  
14 to a point on Pacific Coast Highway about 300 feet west  
15 of its intersection with Obispo Avenue; thence along  
16 Pacific Coast Highway easterly to a point located about  
17 650 feet west of the intersection of the center line of  
18 said Pacific Coast Highway with the intersection of the  
19 center line of Lakewood Boulevard; thence along the  
20 escarpment of the Reservoir Hill fault to a point about  
21 650 feet north and about 700 feet east of the intersection  
22 of Anaheim Street and Ximeno Avenue; thence along the  
23 trace of said Reservoir Hill fault to a point on the Los  
24 Angeles - Orange County line about 1700 feet northeast  
25 of the Long Beach City limit measured along the County  
26 line; thence along said Los Angeles - Orange County line  
27 in a southwesterly direction to the shore line of the  
28 Pacific Ocean; thence in a northerly and westerly direc-  
29 tion along the shore line of the Pacific Ocean to the  
30 intersection of said shore line with the southerly end  
31 of the drainage divide of the Palos Verdes Hills; thence  
32 along the drainage divide of the Palos Verdes Hills to

1 the intersection of the northerly end of said drainage  
2 divide with the shore line of the Pacific Ocean; thence  
3 northerly along the shore line of the Pacific Ocean to the  
4 intersection of said shore line with the westerly projec-  
5 tion of the crest of the Ballona escarpment; thence easterly  
6 along the crest of the Ballona escarpment to the mouth of  
7 Centinela Creek; thence easterly from the mouth of  
8 Centinela Creek across the Baldwin Hills in a line encom-  
9 passing the entire watershed of Centinela Creek to the  
10 point of beginning.

11 The area included within the foregoing boundaries is approx-  
12 imately 101,000 acres in extent.

13 II

14 A water year, as that term is used herein, is a twelve-  
15 month period beginning October 1 and ending September 30.

16 III

17 The Watermaster shall be the Department of Water Resources  
18 of the State of California, to serve at the pleasure of the Court,  
19 and said Watermaster shall administer and enforce the provisions  
20 of this judgment and the instructions and subsequent orders of  
21 this Court, and shall have the powers and duties hereinafter set  
22 forth. If any such provisions, instructions or orders of the  
23 Court shall have been disobeyed and disregarded, said Watermaster  
24 is hereby empowered to report to the Court such fact and the  
25 circumstances connected therewith and leading thereto.

26 IV

27 Certain of the parties to this action have no right to  
28 extract water from the Basin. The name of each of said parties  
29 is listed below with a zero following his name, and the absence  
30 of such right in said parties is hereby established and declared.  
31 Certain of the parties to this action and/or their successors in  
32 interest are the owners of rights to extract water from the Basin,

1 which rights are of the same legal force and effect and without  
 2 priority with reference to each other, and the amount of such  
 3 rights, stated in acre-feet per year, hereinafter referred to as  
 4 "Adjudicated Rights" is listed below following such parties'  
 5 names, and the rights of the last-mentioned parties are hereby  
 6 declared and established accordingly. Provided, however, that  
 7 the Adjudicated Rights so declared and established shall be  
 8 subject to the condition that the water, when used, shall be put  
 9 to beneficial use through reasonable methods of use and reason-  
 10 able methods of diversion; and provided further that the exercise  
 11 of all of said rights shall be subject to a pro rata reduction,  
 12 if such reduction is required, to preserve said Basin as a common  
 13 source of water supply. The parties hereinafter listed whose  
 14 names are preceded by an asterisk (\*) have approved the Exchange  
 15 Pool Provisions contained in paragraphs 7 to 14, both inclusive,  
 16 of the Agreement and Stipulation for Judgment filed herein.

<u>PARTY</u> <u>AND SUCCESSOR, IF ANY</u>	<u>ADJUDICATED RIGHT</u>
19 JOE ABEGG	0
20 FRANK ABELL	1.8
21 ALEXANDER ABERCROMBY Henry Abercromby	0
22     one Fred Roland Cooper	
23     one Ted R. Cooper	
23     one Roy F. Knapp	
24 AIRWAYS WATER COMPANY (Incorporated)	0
25 H. A. ALLEN	0
26 *ALLIED CHEMICAL CORPORATION, a corporation, formerly General 27 Chemical Company	255.0
28 ALUMINUM COMPANY OF AMERICA one U.S. Navy Department	0 1.7
29 AMERICAN RADIATOR & STANDARD SANITARY 30 CORPORATION, a corporation	0

31  
32

1	*REMBERT C. ANDERSON	80.5
	*Allen W. Ashburn	
2	*Ann F. Ashburn	
	*Martha D. Bingham	
3	*Laura Bonanno	
	*Louise Casey also known as	
4	*Louise Casey Gibson	
	*Ruby Decius sued as Jane Doe 19	
5	*Ruby F. Joel	
	*Catherine Lass sued as Jane Doe 18	
6	*Catherine B. Maddox	
	*Louisa Watson sued as Jane Doe 17	
7	*Hazel Parsons	
	*J. W. Parsons	
8	*Myrtle Mae Parsons	
	*Alexander Foggi	
9	*One Freda E. Foggi	
	*Mary Richley sued as Jane Doe 16	
10	*Devisees of Gurney E. Newlin, deceased, to wit:	
11	*Helen Newlin Hastings	
	*Robert Pusey Hastings	
12	*Thomas Newlin Hastings	
	*Helen Hastings Schribner	
13	*Edith Hastings Murphy	
	*George R. Bell, Jr.	
14	*Thomas Elwood Bell	
15	KATHLEEN M. ASHEROOK, formerly Kathleen M. Davies	0
16	one J & E Investment Co.	
17	ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, (The), a corporation	0
18	AZEVEDO ESTATE COMPANY, a corporation	0
19	JOHN AZVEDO	0
20	WM. D. BAILEY	0
21	Harry C. Cain	
	Jesse E. Cain	
22	Dorothy Luther sued as Dorothy F. Luther	
	Harold M. Luther	
23	E. W. BALDWIN	0
24	FRANK A. BALLMAN and ROSEMARY N. BALLMAN <i>Executors of New Chemical Company, a Corporation</i>	7.0
25	BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-100)	0
26	BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-51)	0.1
27	BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-51)	0.1
28	GEORGE W. BARNARD and JOSEPH A. BARNARD, as Trustees under the last will and testament of ANNIE E. BARNARD	0
29	one Fritz B. Burns.	
30	MRS. ANNA T. BARNES	0
31	one Alfred O. Barnes	
32		

1	G. A. BAUMAN	0
2	JOHN H. BECHTEL one Riverside Cement Company	0
3	BRGO CORPORATION, a corporation	0
4	one Arthur J. Delaney	4.1
5	J. W. BELLES	0
6	one L. W. Mason one S. M. Mason	
7	BELVIDERE MUTUAL WATER COMPANY	33.4
8	JAMES BERARDINO, sued as	0
9	James Bernardino and Jim Berardino, sued as Jim Bernardino	
10	P. BERDOLLT	0
11	T. J. Heithold	
12	A. M. BERNARD	0
13	one Moneta Gardens, Inc., a corporation	
14	H. W. BEST	0
15	LOUIS BIZEGO	0
16	ALEXANDER R. BLACK	0
17	one Liberty Investment Company	
18	ARTHUR A. BLAIN, SR., sued as A. A. Blain	0
19	N. J. BLAIS	0
20	one Michael Chuchor one Albert J. Sahn	
21	H. H. BLAKE	0
22	one Pearl E. Grady	
23	ARNOLD BLOEMSMA, sued as Arnold Bloesma	0
24	BODGER REALTY COMPANY, (The), a corporation	0
25	COLIN J. BOONE	0
26	Clarence J. Lamb Lora Lamb	
27	ANNA BOONSTRA	0
28	Tedde Boonstra one M. V. Deniz	
29	CHARLES P. BOWMAN, sued as Pat Bowen	0
30	Ann Bowman one Harlan T. Maples	
31	WAYNE E. BROOKS	0
32	one Artis Waller one V. W. Waller	

1	CARL L. BROWN	0
2	EDA BUCKMASTER	0
	Rose Faure	
3	Frank X. Girard	
	Julia Girard	
4	John Oddoris	
	Paul Oddoris	
5	Marie Girard Seal sued as	
	Marie Girard	
6	one Frank Girard	
7	BULTRY CORPORATION, a corporation	0
	one Paul E. Black	
8	One Ronald L. Black	
9	E. D. BURKE, sued as	0
	E. W. Burke	
10		
	*W. F. BURKE	9.5
11	Lois Price Burke, sued as Jane Doe 14	
12	M. P. BUTTE	0
13	*CALIFORNIA WATER SERVICE COMPANY, a corporation - 107 3 Columbia Ave. Richards Beach	3071.0
14		
	HUGH N. CAMERON	0
15	Yasuro Mishima	
	Satsuki Mishima	
16		
	JACK C. CARLTON	0
17		
	ELOISE CARRELL	0
18		
	FRANK R. CARRELL, estate	0
19	Tom Ware and James Blake,	
	as co-executors of the last	
20	will & testament of Frank R. Carrell,	
	deceased.	
21		
	*CARSON ESTATE COMPANY	130.0
22		
	J. F. CAVANAUGH	0
23		
	CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT	0
24		
	MARY RIORDAN CHAMBERS, sued as	0
25	Mary R. Chambers	
26		
	MARY R. CHAMBERS AND	
	DAN MURPHY COMPANY, a corporation	0
27		
	*CHANSLOR-CANFIELD MIDWAY OIL CO.	104.0
28	Now Chanslor-Western Oil &	
	Development Co.	
29		
	CLEM CHRISTIE	0
30		
	<del>CLEM CHRISTIE, DON C. FOWL AND</del>	<del>00</del>
31	<del>LUCY LARSON</del>	<del>00</del>
	<del>As Trustees of the Wilmington</del>	<del>00</del>
32	<del>Cemetery Association</del>	<del>00</del>

*Disclaimed  
Oct. 17, 1961  
DM.*



1	JENNIE M. CLARK	0
2	WILFORD H. CLARK, sued as	0
3	W. H. Clark and Ida E. Clark, sued as Jane Doe 1	
4	MRS. LOIS CLIFT	0
5	COAST INVESTMENT COMPANY, a corporation	0
6	EDMOND S. COLLINS	0
7	LILY COLTRIN	0
8	COLUMBIA BROADCASTING SYSTEMS, INC., sued as Columbia Broadcasting Co.	18.51
9		
10	COMMUNITY AIRPORTS, INC., a corporation	0
11	V. G. COMPARETTE	0
12		
13	CITY OF COMPTON	0
14	COMPTON BRICK & TILE COMPANY, a corporation	0
15	COMPTON UNION HIGH SCHOOL DISTRICT	0
16	F. A. CONOVER	0
17	A. CONTRITE	0
18	EDWARD COST and EMILY COST, sued as Emilly Costa	7.4
19	ERNEST COST	0
20	DANIEL CROWLEY	0
21	OWEN W. CURTIS	3.81
22		
23	LOUIS DALLAPE, sued as Louis Dallapi	0
24	TOM DALLAPE	0
25	MIKE DARBEAIAN, sued as John Doe 25	0
26	LUIGI DeBARNARDI	0
27	GERASIMOS K. DEPTERIOS	0
28	one Anna G. Defterios	
29	*DEL AMO ESTATE COMPANY	121.0
30	HENRY M. DENISON one Frank A. Basso	0
31	FRANK DERMODY	0
32		

1	G. DIBLE	0
2	MRS. H. DIEGO	0
3	JOHN DIONNE one Eleanor G. Dreher	0
4	LEESA DOMBROWSKI one Dartmouth Homes, Inc.	0
5		
6	*DOMINGUEZ ESTATE COMPANY	254.0
7	*DOMINGUEZ WATER CORPORATION	9477.8
8	MRS. RAY DONALD one Pauline H. Wilson	0
9		
10	THE DOW CHEMICAL CO., a corporation	0
11	CRISTINA O. DRALE O'Brien Z. Drale	0
12	CHAS. L. DRAPER, one James H. Alleman	0
13	one Flora M. Draper one Bernice Alleman	
14	Bess M. Feder Ben T. Johnston	
15	Genevieve K. Miles Ikuko Nakawatse	
16	Frank Wirz one Allcast Foundry	7.2
17		
18	A. J. DURAND	0
19	DAISY EARLY H. J. Early and one Vickers, Inc.	111.0
20	EAST GARDENA WATER COMPANY	0
21	EDISON SECURITIES COMPANY, a corporation sued as Richard Roe Company 13	46.7
22		
23	C. O. EDWARDS W. J. Edwards	0
24	EL CAMINO JUNIOR COLLEGE DISTRICT	0
25	LATHROP M. ELLINWOOD one Isamu Kita	0
26	one Kazuo Kita one Yoshiki R. Kita	32.6
27		
28	CLINTON C. ELLIOTT, sued as C. C. Eliot Georgia M. Elliott	0
29	Julius G. Elliott Frank M. Elliott	
30		
31	*CITY OF EL SEGUNDO	953.0
32	EL SEGUNDO LAND & IMPROVEMENT COMPANY, a corporation	0

1	GEORGE ENGLAND	0
2	CAROLINE ETCHEMENDY, sued as Jane Doe 12	3.2
3	Mariana T. Etchemendy, sued as Jane Doe 11	
4		
5	*CARMELITA ROSECRANS EWING, sued as C. F. Rosecrans and W. S. Rosecrans	91.3
6		
7	OSCAR FALCINELLA & MIKE FALCINELLA	0
8	FRED FIESEL	0
9	MAXWELL G. KING	0
10	JAMES L. FITTINGER	0
11	*FLETCHER OIL COMPANY, a corporation composed of D. S. Fletcher F. O. Fletcher Helen Fletcher O'Connell and Idaho Fidelity Corporation	86.3
12		
13	ROLLA FORD	0
14	FOX HILLS COUNTRY CLUB	0
15	TONY FRIETAS	0
16		
17	W. J. FROGGE one Sigmund S. Hockwold one Lionel S. Hockwold	12.5
18		
19	HERBERT SARAYE FUKUWA	0
20	A. O. FULLER Helene M. Fuller	0
21	ROBERT L. FULLILOVE	1.0
22	JOE GALDARISI Brody Investment Company	0
23		
24	AMADOR GARCIA Eva Garcia	0
25	ARTHUR B. GARCIA Arthur D. Garcia, sued as June Garcia	0
26		
27	JOSE H. GARCIA	0
28	GARDENA SYNDICATE NO. 2	0
29	GARDENA WATER SUPPLY COMPANY	0
30	GAY LAND COMPANY, LTD., a corporation	0
31	V. M. GERAGOSIAN one Stanley N. Lewis	0
32	GEORGE F. GETTY, INC.	0

1	CAROLINA GIACIOMAZZI, sued as Mrs. C. Giacomazzi	0
2	ALBERT GIANNI	0
3	AMANDA L. GILLINGHAM, sued as	0
4	Jane Doe 20 Floyd W. Gillingham, sued as (John Doe 24)	
5	Josephine Gillingham, sued as (Jane Doe 21)	
6		
7	*FLORENCE H. GILLINGHAM <i>Re letter dated Nov. 15, 1961</i>	2.4
8	Thora Pursche <del>Walter P. Smith Deceased</del> <del>Anna M. Pursche Deceased Nov. 15, 1961</del>	
9	MRS. MATEA GIMINEZ	0
10	LALLA D. GODDARD	0
11	Ralf Goddard	
12	WM. H. GOLDSMITH	0
13	Cliff Ralph	
14	FELIPE GONZALEZ	34.3
15	Gabriela Gonzales	
16	T. B. GOOSSEN	0
17	WILLIAM W. GORDON, sued as John Doe Gordon	0
18	BERTHA GOSS one Property Management Corporation	0
19	GEORGE GRANDE	0
20	*JOHN GRANT <i>Re letter dated Nov. 2, 1961</i>	59.0
21	ISABELLA GRANZ	380
22	Andrew R. Joughin Minnie Joughin George Riley Murdock, successor of Matilda J. Murdock	
23	Lillian Murdock Sanborn, successor of Matilda J. Murdock	
24	Emma J. Osborn Security-First National Bank, as Trustee of Trust No. F 1734, sued as	
25	Farmers & Merchants National Bank of Los Angeles, as Trustee John Joughin Tuttle (now Joughin Torrance Ranch)	
26		
27		
28	EDWARD I. GREEN, sued as E. J. Green	0
29	one Florence D. Green	
30	PRICE W. GRESHAM	0
31	Walter G. Gresham Comer J. Lewis Violeta A. Lewis	
32		

1	BEATRICE S. GRIFFITH	0
2	W. P. Griffith one Otto K. Olessen	
3	E. H. GRIGGS	0
4	Olive W. Griggs	
5	JOSEPH M. GROSS, sued as	0
6	Joseph Gross	
7	Myron J. Glauber, sued as	
8	John Doe 20, Clarence L. Brown, sued as John Doe 21, and Perfect Properties Inc., a corporation sued as Richard Roe Co. 20.	
9	HENRY M. GUENSER	0
10	Sophia E. Guenser	
11	DANIEL GUIDOTTI	0
12	CHAS. N. HAIGHT	0
13	One Grace P. Warden	
14	RAYMOND R. HALLS	0
15	WALTER HAMMOND	0
16	one Contractor's Asphalt Products Co.	
17	HANCOCK CHEMICAL COMPANY, a corporation	0
18	HARBOR CITY DEVELOPMENT COMPANY	0
19	R. B. HARDING	0
20	*ROY W. HARRIS	0
21	HARRIS PUMPING PLANT	0
22	Lessa Dombrowski	
23	Carl G. Pursche	
24	Anna M. Pursche	
25	Harry Krumdick	
26	Anna Doherty	
27	Mrs. Frank Cota	
28	Holly Corporation, a corporation	
29	Homer Bales and Ernest Haughton dba and sued as Pursche Water Co.	
30	W. HASEGAWA	0
31	one Kauffman, Milton, Construction Company, successor)	
32	C. R. HASKINS	0
33	FRED M. HAUF	0
34	one Ivy H. Haut	
35	CITY OF HAWTHORNE	1882.0
36	CHARLES H. HAYES	0
37	one Robert W. Colby	
38	one Fern M. Colby	

1	<del>BEATRICE M. HENDERSON</del>	<del>1.3</del>	
2	DAVID P. HEREDIA	0	
3	E. N. HERMAN	0	
4	JULIA HERMANSEN	0	
5	AUGUST HERZOG one Martha Herzog	0	
6	HILLSIDE MEMORIAL PARK, a corporation	16.7	
7	MARY N. HILYARD, sued as Jane Doe 55	0	
8	Mrs. Monte Templeton, sued as Jane Doe 50	0	
9	HENRY HIMMELFARB	0	
10	Wm. Pick one Western Air Compressor Company	0	
11	T. E. HODNEFIELD	0	
12	MARIE C. HOFFMAN	0	
13	Los Angeles City School District, successor	0	
14	J. P. HOEPTNER	0	
15	Ida B. Hoepfner one Jack I. Gantz one Lillian H. Gantz	0	
16	CLIFFORD HOLLIDAY	0	
17	W. I. HOLLINGSWORTH	0	
18	one Julius L. Jenkins one Evelyn M. Jenkins	0	
19	*HOLLYWOOD TURF CLUB, a corporation	282.0	
20	WILBUR HORNSTRA	14.1	
21	G. L. HUDSON	0	
22	HUGHES-TOOL-COMPANY-----	0	
23	ARTHUR C. HURT	0	
24	one Truman Enterprises, Inc.	0	
25	DON C. HADLEY	0	
26	one D. W. Sleet one Virgie Sleet	0	
27	*CITY OF INGLEWOOD	4382.0	
28	INGLEWOOD PARK CEMETERY ASSOCIATION, a corporation sued as Inglewood Park Mortuary Assoc.	0	
29	YOSHI INOSE	0	
30	one Seijiro Inose	0	
31	F. C. IRVINE	0	
32			

*Disclaimed by Hr. Atd  
Oct. 23, 1961 CS 1759*

*Dismissed  
C.F.*

1	FRED IWATA John Iwata	0
2		
3	J. B. D. HOLDING CORP., a corporation	0
4	*JOHNS-MANVILLE PRODUCTS CORPORATION	881.0
5	C. F. JOHNSON	0
6	one Kaoru Wada one Satoru Wada	12.2
7	A. S. JOHNSTON DRILLING COMPANY, a corporation	11.9
8		
9	O. T. JOHNSON CORPORATION A. P. Johnson Company sued as, Richard Roe Company One	0
10		
11	*ANNA MAE JONES, successor to Anne Taylor, deceased (sued herein as Anna Taylor)	50.2
12		
13	E. F. JONES	0
14	W. H. JONES one Leon A. Carpenter and Darline N. Carpenter, successors	0
15		
16	JOSHUA-HENDY IRON WORKS	0
17	DORA A. KAHLER	0
18	OSCAR E. KARR Sherley Karr	0
19	CHESTER L. KENN	0
20	K. L. KELLOGG & SONS, a corporation	0
21	KELLY PIPE COMPANY, a corporation	49.0
22	LOUIS KELTON	0
23	W. G. KILLINGER one Esther N. Lee	0
24		
25	JEANETTE B. KINCAID one Fred P. Hoyt one Yvonne A. Hoyt	0
26		
27	SARAH S. KING one Crawford Building Corporation	0
28	JOHN KRAUSS Dan E. Vail and Barbara M. Vail	0
29		
30	CHARLES KULL	0
31	GLADYS KURTZ	3.5
32	JOHN LANPO	0

1	*MAGNUS C. LARSEN, sued as	0
2	M. Larsen	
3	NELS LAUTRUP	0
4	*JAMES K. LAWLER, Estate	3.1
5	LAWNDALE (CITY) SCHOOL DISTRICT	0
6	OF LOS ANGELES COUNTY, sued as	
	Richard Roe Company 12	
7	ANNA LEACH	0
8	JOE LEONARDO	0
9	*A. LERMENS <i>Per Hr. dated Nov. 3, 1961</i>	0.7
10	EMMA L. LENZINGER, sued as	1.4
	Mrs. E. L. Leuzinger	
11	*LAWRENCE LISTON <i>Per Hr. dated Oct. 25, 1961 C.S. 1787</i>	.7
12	PAT LIZZA	0
13	BEN LONG	0
14	Persilla Long, sued as Fricilla	
	Long	
15	JOHN LONG	0
16	CITY OF LONG BEACH	0.7
17	FRANK LOPEZ	3.7
18	MANUEL IOPEZ	0
	one Rudolph E. Lopez	
19	COUNTY OF LOS ANGELES	28.7
20	THE CITY OF LOS ANGELES	1503.0
21	LOS ANGELES CITY SCHOOL DISTRICT	0
22	LOS ANGELES COUNTY FLOOD CONTROL	37.6
23	DISTRICT	
24	*LOS ANGELES COUNTY SANITATION DISTRICT	102.0
25	No. 2, sued as Los Angeles County	
	Sanitary District No. 2	
26	LOS ANGELES COUNTY WATER WORKS, DISTRICT	0
	No. 1	
27	LOS ANGELES COUNTY WATER WORKS, DISTRICT	1352.0
28	No. 13	
29	LOS ANGELES COUNTY WATER WORKS, DISTRICT	551.0
	No. 22	
30	LOS ANGELES EXTENSION COMPANY	0
31	LOS ANGELES INVESTMENT COMPANY	0
32		



1	LOS NIETOS COMPANY, a corporation	0
2	LOYOLA UNIVERSITY FOUNDATION	0
3	*LOYOLA UNIVERSITY OF LOS ANGELES, a corporation <i>Per Dec. dated Nov. 10, 1951</i>	48.1
4	LORENA MacLEAN	0
5	one Torrance Land Company	
6	PETE MADRIGAL	0
7	S. W. MAGALLANES	0
8	MANCHESTER AVENUE COMPANY, a corporation	0
9	one Inglewood Golf Course, a partnership	
10	*MANHATTAN BEACH, CITY OF	1131.2
11	H. C. MARCH	0
12	one Victory Oil Company	
13	P. T. MARTIN	0
14	one Arlington Garden Homes Company	
15	HOWARD DOUGLAS MARTZ	0
16	James L. Martz	
17	Louise H. Martz	
18	RAY F. MATSON, sued as	0
19	R. F. Matson	
20	Florence M. Nielsen	
21	FRED MAU	0
22	*JAMES McCANDLESS	6.7
23	ETHEL McGLAIN	0
24	G. A. McCRACKIN, sued as	0
25	G. A. Mc Cracken	
26	M. F. McCULLEY	0
27	J. J. McGRANAGHAN	0
28	IVAN J. McKERNON	0
29	one Doris E. Parks	
30	one L. Kenneth Parks	
31	AIMEE R. MEANS	0
32	one Frarie Company	
33	PAUL MESPLOU	0
34	J. J. METZLER	0
35	one Kenji Yokoyama and	
36	one Miyeko Yokoyama	
37	E. B. MILBURN	0
38	One M. Y. Yamane	

1	CARL H. MILLER	0
2	MINNEAPOLIS-HONEYWELL REGULATOR COMPANY APPLIANCE CONTROLS DIVISION	0
3	YSABURO MISHIMA and SATSUKI MISHIMA	0
4	(Hugh N. Cameron)	
5	O. MOEN	0
6	P. E. MOLINE	0
7	MONETA MUTUAL WATER COMPANY	916.0
8	JOE MONIZ JR., sued as	2.2
9	Joe Moniz one Jose Moniz	
10	H. R. MOODY	0
11	one Opal E. Edwards	
12	J. B. MOORE	0
13	MAMIE S. MOORE	0
14	ALICE MORRISON	0
14	Ethel Morrison	
15	A. H. MORSE	0
16	one J. J. Lapidus one B. C. Investment Co., Inc.	
17	HAROLD C. MORTON, sued as	0
18	Harold Morton one Allied Gardens Corporation	
19	V. G. MOTT	0
20	ARNOLD W. MUELLER	0
21	Ruth Mueller	
22	SUMIYE NAGAO	0
23	HIROSHIMA NAKAMURA	0
24	KIKUNO NAKANO	19.3
25	Ben Nakano George Nakano Helen Nakano Kan Nakano Mary Nakano Taka Nakano Misao Nakano Nakashima	
28	NARBONNE RANCH WATER CO. No. 2	0
29	NARBONNE RANCH WATER CO. No. 3	0
30	NATIONAL ELECTRIC PRODUCTS CORP.	0
31	NATIONAL ROYALTIES, INC., a Corporation	0
32		

1	T. C. NAVARRO	0
2	one Hilario S. Alwag one Emma Alwag	53.9
3	A. L. NELSON	0
4	Claf Nelson one George C. Orr	
5	RTWARD NICKEL	0
6	HENRY W. NICKEN, sued as H. W. Nielsen	0
7	one Kenneth D. Durlan	
8	J. E. NORMINGTON	0
9	NORTH AMERICAN AVIATION, INC., a corporation	0
10	NORTHROP AIRCRAFT INCORPORATED	38.15
11	WARREN J. OGLE	0
12	JACK ORESKOVICH	0
13	Harold Walsh one Harold D. Walsh	
14	one Marie L. Walsh	
15	CHISATO OTANI, sued as John Doe 57	0
16	PACIFIC CREST CEMETERY COMPANY, Incorporated	17.7
17		
18	PACIFIC ELECTRIC RAILWAY COMPANY	0
19	PACIFIC WESTERN OIL CORPORATION, a corporation	0
20	PALISADES DEL REY WATER COMPANY	0
21	(Included in City of Los Angeles)	
22	E. PALMER	0
23	*PALOS VERDES WATER COMPANY, a Corporation	999.0
24	G. L. PARCELL and MARGARET PARCELL one Rosie L. Kent	0
25	*PARK WATER COMPANY <i>Per Hr. dated Oct. 22, 1961</i>	160.0
26		
27	MRS. ZORAIDA PARKE	1.8
28	<del>MR. JOSEPH PASCHKE</del>	<del>02</del> <i>Discontinued by Wilmington Cemetery Oct. 17, 1961</i>
29	ROY PATTERSON	0
30	JOHN PAULIC one John W. Taylor	0
31	DAVE PEREZ	0
32	Apuleyo Villagomez sued as A. Villagomez	

1	PERRY SCHOOL DISTRICT OF LOS ANGELES COUNTY	0
2		
3	WM. C. PETERSON	0
4	A. E. PHILLO	0
5	PIONEER DRILLING COMPANY, a corporation one Southern Heater Corp.	0
6	EDWARD A. PITTS	0
7	one Clarence E. Harrison one Martha E. Harrison	
8	FRANK X. PRICE	0
9	CARL G. PURSCHE AND CARL P. PURSCHE	0
10	doing business as Pursche Pumping Plant Carl G. Pursche Thora Pursche Anna M. Pursche one Guarantee Development Co.	
11		
12	CHARLES H. QUANDT, sued as Charles A. Quandt	0
13		
14	RICHARD QUINN Martha Quinn	0
15		
16	JOE B. RAMOS	0
17	RANCHO MUTUAL WATER COMPANY	0
18	J. K. RAVEN one Andrea S. Teran	0
19	ELIZABETH E. REED, sued and formerly known as Elizabeth Edna Baker and Josephine Eilers for whom Dominguez Estate Company has been substituted	0
20		
21		
22	FRANK REHOR one Josephine P. Rehor	0 2.2
23		
24	LUCILLE G. REID Ogden G. Reid	0
25	JEANETTE REIFSNYDER, also known as Jeanette Avant, and also known as Jeanette Heydenbeck	0.7
26	Calvin Wilson Edward E. Wilson, Jr. Harry R. Wilson	
27		
28	Harry R. Wilson and Jeanette Reifsnnyder, also known as Jeanette Avant, as executors of the estate of Jeanette C. Wilson, deceased.	
29		
30	Harry R. Wilson and Jeanette Reifsnnyder, also known as Jeanette Avant, as executors of the estate of Robert A. Wilson, deceased	
31		
32		

1	REPUBLIC PETROLEUM COMPANY	0
2	LEONCIE RICHARD, devisee of	0
3	Anna Richard, deceased, and	
4	Edward Richard, sued as	
	John Doe Richard	
5	ROSE A. RICHARDSON AND WM. T.	0
	RICHARDSON	
	one South Normandie Manor, Inc.	
6	RICHFIELD OIL CORPORATION	4428.0
7	RING OIL COMPANY	0
8	*FLAVIO RODRIQUEZ <i>Per letter dated 10/15/41</i>	6.1
9	THE ROMAN CATHOLIC ARCHBISHOP OF	72.3
10	LOS ANGELES, a corporation sued	
	as, Holy Cross Cemetery	
11	*ROOSEVELT MEMORIAL PARK ASSOCIATION	0
12	R. E. ROSE	0
13	Clara M. Rose sued as Jane Doe B	
14	L. D. ROSSER	0
15	ROYAL MUTUAL WATER COMPANY, a corporation	0
	one Delmer D. Kern	
16	HOMER E. RUDD	0
17	one Klyor Ide	
18	H. J. RUSS	0
	one Ted Shpall	
19	one Sam H. Shpall	
20	RYAN AERONAUTICAL COMPANY, a corporation	20.2
21	YGNACIO SANDOVAL	0
22	C. W. SANGER	0
	one Gardena Valley Homes, Inc.	
23	*SANTA FE LAND IMPROVEMENT COMPANY	39.5
24	JAMES SCANDA, sued as	1.9
25	James Scander	
	George Nasim	
26	FLOYD H. SCHENK, JR.	0
27	Cora A. Schenk	
28	KEITH W. SCHLAEGEL	13.6
	Opal B. Schlaegel	
29	EDYTHE L. SCHLAEGETER	0
30	one James Murakami	
31	C. SCHRECKENGAST	0
32	W. C. SCHULTZ	0

1	A. D. SEABACK Ruth Seaback	3.5
2	MARVIN SELOVER AND MARY ZWEITER	0
3	one Hitoshi Fujii one Toshije Fujii	
4	SENYOUS HOLDING COMPANY	0
5	L. M. SEPULVEDA	0
6	LOUIS M. SEPULVEDA AND SECURITY-FIRST NATIONAL BANK, as Trustees under the last will and testament of Roman D. Sepulveda, deceased	0.7
7		
8		
9	P. C. SERBIAN Ruby H. Renfro	0
10		
11	W. H. SEWARD one R. A. Watt Construction Co.	0
12	JOHN SHAW Phillip G. Shaw	0
13		
14	*CLYDE L. SHEETS	5.5
15	*SHELL OIL COMPANY	4516.0
16	J. M. SHEPHERD	0
17	JAMES W. SHIPMAN one Osie R. Shipman	0
18	SAM SHORT, sued as Sam Sciortino	0
19		
20	ELDON B. SHURTLEFF Marcelle Shurtleff one Barrett Development Corporation	0
21		
22	EDWARD ROY SIDEBOTHAM AND EDWARD SIDEBOTHAM & SON., INC., sued as Edward Sidebotham	0
23		
24	MRS. MARY SILVA one Norman A. Lelman	0
25	JAMES SLOAN	0
26	A. H. SMITH Sam Surber	9.7
27	Freda Smith, sued as Jane Doe 9	
28	EUNICE P. SMITH	0
29	SOCONY MOBIL OIL COMPANY, INC. (Successor by merger to General Petroleum Corporation)	2570.0
30		
31	SOUTH BAY UNION HIGH SCHOOL OF LOS ANGELES COUNTY, sued as Redondo Union High School District	0
32		

1	*SOUTHERN CALIFORNIA EDISON COMPANY <i>Re No. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32</i>	10.4
2	SOUTHERN CALIFORNIA WATER COMPANY	6265.3
3	*SOUTHERN PACIFIC COMPANY, sued as Southern Pacific Railroad Co.	166.0
4	SOUTHWEST PROPERTIES, INC., a corporation	0
5	*SOUTHWESTERN PORTLAND CEMENT COMPANY	0
6	a corporation <i>Re No. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32</i>	0
7	one Chanders Palos Verdes Sand and Gravel Corp.	15.0
8	SPANISH-AMERICAN INSTITUTE	44.4
9	*STANDARD OIL COMPANY OF CALIFORNIA	4541.7
10	*STAUPFER CHEMICAL COMPANY	521.0
11	E. R. STEPHENSON, sued as	0
12	E. R. Stevenson L. F. Stephenson	
13	MRS. A. V. STEWART	0
14	CLYDE C. STRUBLE	0
15	one Ames L. Avers one Clara Avers	
16	SUNSET OIL COMPANY, a corporation	0
17	THE SUPERIOR OIL COMPANY	0
18	LOUISE A. SUTHERLAND, sued as	0
19	Bertha L. Sutherland	
20	REGGY SWICK	5.5
21	MARIE D. TAIX	0
22	Edith T. Violi, sued as Edith T. Violi	
23	TAKATOSHI TAMURA one State of California, successor	0
24	GEORGE TANAKA	0
25	Reiko Tanaka one Susumu Katsuda	
26	J. A. TEMPLETON	0
27	RUBY TERRY	0
28	one Reldon G. Pinney and one Nellie B. Pinney	
29	TEXACO INC., formerly	3432.0
30	THE TEXAS COMPANY	
31	RALPH THAXTER, sued as R. F. Thaxter	3.5
32		

1	THORSON HOMES, INC., a corporation	0
	J. B. Investment Company, a corporation	
2	Anaheim Construction Company, a corporation	
3	TIDEWATER OIL CO., sued as	167.0
	Tide Water Associated Oil Company	
4	*CITY OF TORRANCE, a municipal corporation	2519.0
5	TORRANCE UNIFIED SCHOOL DISTRICT	0
6	YING TOY	0
7	ALBERT A. TRAUB	0
8	Jane P. Traub	
	one Baron Traub	
9	CLYFF A. TRIMBLE	0
10	one Mary E. Trimble	
11	OSCAR E. TURNER	0
12	one Elizabeth Miller Kolf	
13	*UNION OIL COMPANY OF CALIFORNIA	2670.0
14	UNIVERSAL-CONSOLIDATED OIL COMPANY, a corporation	0
15	*UNITED STATES STEEL CORPORATION	1791.0
16	Columbia-Geneva Steel Divn. successor by merger to Columbia Steel Company	
17	JOSE URIBE	0
18	ANNA MAE USSERY and LAWRENCE USSERY	0
19	one Mike L. Herrback	
	one Rae Herrback	
20	HENRY VALDEZ	0
21	A. VAN VLIET	0
22	one Jake Zwaagstra and	
	one Jessie M. Zwaagstra	
23	VAN CAMP SEA FOOD COMPANY	0
24	WILLIAM VERBURG, sued as	6.7
25	Menlo Verburg and	
	Clara B. Verburg	
26	MARY VETTER	0
27	ENRIQUE A. VILLAGOMEZ	0
28	Ysabel F. Villagomez	
29	FRANK J. VOLIMER	0
30	EDWIN E. WAGNER	0
31	J. F. WAGNER	0
	one Orville N. Crafts	
32	JOSEPH F. WAGNER	0



1	E. J. WAIT	0
2	EARL C. WARD	0
3	DANIEL E. WARNER	0
4	JOSEPHINE WATKINSON	0
	one Mates Tune et al	3.1
5		
6	WATSON LAND CO, sued as	42.6
	Watson Estate Company	
7	M. E. WEEKS	0
8	FRANK WESCOTT	0
9	WESTON INVESTMENT COMPANY, sued as	184.0
	Richard Roe Co. 2,	
10	one K. S. Seanness	
	one Charles W. Shepard	
11	BEN WESTON	0
12		
13	A. K. WILSON LUMBER COMPANY, a corporation	0
	one Martin Bros. Box Company of	
	California	3.4
14	FRANK WIRZ	0
15	* WISEBURN SCHOOL DISTRICT <i>per Dec. 16, 1961</i>	8.2
16	P. J. WITTSTROM	0
17		
18	CORA B. WOOLLEY, sued as	0
	Cora B. Woolley	
19	T. W. WOODLAND	0
20	WOODLAND CEMETERY ASSOCIATION	0
21	KATHERINE P. WOODMAN, sued as	3.7
	F. T. Woodman	
22	HENRY S. WOOLNER	0
23	MINNIE V. WREDEN	0
24	one Golden Monroe Homes, Inc.	
25	A. P. WRIGHT, sued as	0
	Paul Wright	
26	MAXWELL ZIEGLER	0
27	MARY ZWETTER	0

V

Each of the parties hereto, their successors and assigns,  
and each of their agents, employees, attorneys, and any and all  
persons acting by, through, or under them or any of them, on

1 and after October 1, 1961, are and each of them is hereby  
2 perpetually enjoined and restrained from pumping or otherwise  
3 extracting from the Basin any water in excess of said party's  
4 Adjudicated Rights, except as provided in paragraphs VI and VII  
5 hereof.

6 VI

7 In order to add flexibility to the operation of this  
8 judgment, each of the parties to this action who is adjudged  
9 in paragraph IV hereof to have an Adjudicated Right and who,  
10 during a water year, does not extract from the Basin all of  
11 such party's Adjudicated Right, is permitted to carry over from  
12 such water year the right to extract from the Basin in the next  
13 succeeding water year an amount of Water equivalent to the  
14 excess of his Adjudicated Right over his extraction during said  
15 water year not to exceed, however, 10% of such party's  
16 Adjudicated Right or two acre-feet, whichever is the larger.

17 In order to meet possible emergencies, each of the parties  
18 to this action who is adjudged in paragraph IV hereof to have  
19 an Adjudicated Right is permitted to extract from the Basin in  
20 any water year for beneficial use an amount in excess of each  
21 such party's Adjudicated Right not to exceed 2 acre-feet or ten  
22 per cent (10%) of such party's Adjudicated Rights, whichever is  
23 the larger, and in addition thereto, such greater amount as may  
24 be approved by the Court. If such greater amount is recommended  
25 by the Watermaster, such order of Court may be made ex parte.  
26 Each such party so extracting water in excess of his Adjudicated  
27 Rights shall be required to reduce his extractions below his  
28 Adjudicated Rights by an equivalent amount in the water year  
29 next following. Such requirement shall be subject to the  
30 proviso that in the event the Court determines that such re-  
31 duction will impose upon such a party, or others relying for  
32 water service upon such party, an unreasonable hardship, the

1 Court may grant an extension of time within which such party  
2 may be required to reduce his extractions by the amount of the  
3 excess theretofore extracted by such party. If such extension  
4 of time is recommended by the Watermaster, such order of Court  
5 may be granted ex parte.

6 VII

7 The parties hereto whose names are preceded by an asterisk  
8 (\*) in paragraph IV hereof are signatories to the Agreement and  
9 Stipulation for Judgment and have not specifically excepted to  
10 the Exchange Pool Provisions thereof. The provisions of this  
11 paragraph VII shall be binding upon and applicable to such  
12 signatory parties and to such other parties as may elect to be  
13 bound hereby, as hereinafter provided.

14 1. Not less than sixty (60) days prior to the beginning  
15 of each water year, each party having water available to him  
16 through then existing facilities, other than water which any  
17 such party has the right to extract hereunder, shall file with  
18 the Watermaster the offer of such party to release to the  
19 Exchange Pool the amount by which such party's Adjudicated  
20 Right exceeds one-half of the estimated total required use of  
21 water by such party during the ensuing water year, provided  
22 that the amount required to be so offered for release shall  
23 not exceed the amount such party can replace with water so  
24 available to him.

25 Such estimate of total required use and such mandatory  
26 offer shall be made in good faith and shall state the basis on  
27 which the offer is made, and shall be subject to review and  
28 redetermination by the Watermaster, who may take into considera-  
29 tion the prior use by such party for earlier water years and  
30 all other factors indicating the amount of such total required  
31 use and the availability of replacement water.

32

1           Any party filing an offer to release water under the  
2 mandatory provisions of this paragraph VII may also file a  
3 voluntary offer to release any part or all of any remaining  
4 amount of water which such party has the right under this  
5 judgment to pump or otherwise extract from the Basin, and any  
6 party who is not required to file an offer to release water may  
7 file a voluntary offer to release any part or all of the amount  
8 of water which such party has the right under this judgment to  
9 pump or otherwise extract from the Basin. All such voluntary  
10 offers shall be made not less than sixty (60) days prior to  
11 the beginning of each water year.

12           2. Each offer to release water under the foregoing sub-  
13 paragraph shall be at the price per acre-foot declared and  
14 determined at the time of the filing of such offer by the  
15 releasing party; provided:

16           (a) That such price per acre-foot shall not  
17 exceed the price which the releasing party would  
18 have to pay to obtain from others, in equal monthly  
19 amounts, through existing facilities, a quantity of  
20 water equal in amount to that offered to be released, or

21           (b) If any such releasing party has no existing  
22 facilities through which to obtain water from others,  
23 such price shall not exceed the sum of the price per  
24 acre-foot charged by The Metropolitan Water District  
25 of Southern California to West Basin Municipal Water  
26 District plus the additional amount per acre-foot  
27 charged by the latter to municipalities and public  
28 utilities for water received from The Metropolitan  
29 Water District of Southern California.

30           3. In the event of a dispute as to any price at which  
31 water is offered for release, any party affected thereby may,  
32 within thirty (30) days thereafter, by an objection in writing,

1 refer the matter to the Watermaster for determination. Within  
2 thirty (30) days after such objection is filed the Watermaster  
3 shall consider said objection and shall make his finding as to  
4 the price at which said water should be offered for release and  
5 notify all interested parties thereof. Any party to these  
6 Exchange Pool Provisions may file with the Court, within thirty  
7 (30) days thereafter, any objection to such finding or deter-  
8 mination of the Watermaster and bring the same on for hearing  
9 before the Court at such time as the Court may direct, after  
10 first having served said objection upon each of the interested  
11 parties. The Court may affirm, modify, amend or overrule such  
12 finding or determination of the Watermaster. Pending such  
13 determination if the water so offered has been allocated, the  
14 party making the offer shall be paid the price declared in his  
15 offer, subject to appropriate adjustment upon final determina-  
16 tion. The costs of such determination shall be apportioned or  
17 assessed by the Watermaster in his discretion between or to the  
18 parties to such dispute, and the Watermaster shall have the  
19 power to require, at any time prior to making such determina-  
20 tion, any party or parties to such dispute to deposit with the  
21 Watermaster funds sufficient to pay the cost of such determina-  
22 tion, subject to final adjustment and review by the Court as  
23 provided in this paragraph.

24 4. Not less than sixty (60) days prior to the beginning  
25 of each water year any party whose estimated required use of  
26 water during the ensuing water year exceeds the sum of the  
27 quantity of water which such party has the right under this  
28 judgment to extract from the Basin and the quantity available  
29 to him through then existing facilities, may file with the  
30 Watermaster a request for the release of water in the amount  
31 that his said estimated use exceeds his said available supply.  
32 Such request shall be made in good faith and shall state the

1 basis upon which the request is made, and shall be subject to  
2 review and redetermination by the Watermaster. Within thirty  
3 (30) days thereafter the Watermaster shall advise, in writing,  
4 those requesting water of the estimated price thereof. Any  
5 party desiring to amend his request by reducing the amount re-  
6 quested may do so after the service of such notice. Prior to  
7 the first day of each water year the Watermaster shall determine  
8 if sufficient water has been offered to satisfy all requests.  
9 If he determines that sufficient water has not been offered he  
10 shall reduce such requests pro rata in the proportion that each  
11 requests bears to the total of all requests. Thereupon, not  
12 later than said first day of each water year, he shall advise  
13 all parties offering to release water of the quantities to be  
14 released by each and accepted in the Exchange Pool and the price  
15 at which such water is offered. Simultaneously, he shall advise  
16 all parties requesting water of the quantities of released water  
17 allocated from the Exchange Pool and to be taken by each party  
18 and the price to be paid therefor.

19 5. In allocating water which has been offered for release  
20 to the Exchange Pool under subparagraph 1, the Watermaster shall  
21 first allocate that water required to be offered for release and  
22 which is offered at the lowest price pursuant to subparagraph 2,  
23 and progressively thereafter at the next lowest price or prices.  
24 If the aggregate quantity of water required to be released is  
25 less than the aggregate quantity of all request for the release  
26 of water made pursuant to subparagraph 4, he shall then allocate  
27 water voluntarily offered for release and which is offered at the  
28 lowest price and progressively thereafter at the next lowest price  
29 or prices, provided that the total allocation of water shall not  
30 exceed the aggregate of all requests for the release of water.

31 Any water offered for release under subparagraph 1 hereof  
32 and not accepted in the Exchange Pool and not allocated therefrom

1 shall be deemed not to have been offered for release and may be  
2 extracted from the Basin by the party offering such water for  
3 release as if the offer had not been made.

4 Each party requesting the release of water for his use and  
5 to whom released water is allocated from the Exchange Pool may  
6 thereafter, subject to all of the provisions of this judgment,  
7 extract such allocated amount of water from the Basin, in addition  
8 to the amount such party is otherwise entitled to extract here-  
9 under during the water year for which the allocation is made.

10 6. From and after the first day of each water year, all  
11 water extracted from the Basin by any party requesting the re-  
12 lease of water and to whom water is allocated shall be deemed  
13 to have been water released until the full amount released for  
14 use by him shall have been taken, and no such party shall be  
15 deemed to have extracted from the Basin any water under his own  
16 right so to do until said amount of released water shall have  
17 been extracted. Water extracted from the Basin by parties  
18 pursuant to their request for the release of water shall be  
19 deemed to have been taken by the offerors of such water under  
20 their own rights to extract water from the Basin.

21 7. All parties allocated water under subparagraph 4 shall  
22 pay a uniform price per acre-foot for such water, which price  
23 shall be the weighted average of the prices at which the water  
24 allocated was offered for release.

25 Each party shall pay to the Watermaster, in five equal  
26 installments, an amount equal to the quantity of water allocated  
27 to him multiplied by said uniform price. The Watermaster shall  
28 bill each such party monthly for each such installment, the  
29 first such billing to be made on or before the first day of  
30 November of the water year involved, and payment therefor shall  
31 be made to the Watermaster within thirty (30) days after the  
32 service of each such statement. If such payment be not made

1 within said thirty (30) days such payment shall be delinquent  
2 and a penalty shall be assessed thereon at the rate of 1% per  
3 month until paid. Such delinquent payment, including penalty,  
4 may be enforced against any party delinquent in payment by  
5 execution or by suit commenced by the Watermaster or by any  
6 party hereto for the benefit of the Watermaster.

7 Promptly upon receipt of such payment, the Watermaster shall  
8 make payment for the water released and allocated, first, to the  
9 party or parties which offered such water at the lowest price,  
10 and then through successive higher offered prices up to the total  
11 allocated.

12 8. Parties to this action who are not signatories to said  
13 Agreement and Stipulation for Judgment, or who having signed  
14 said Agreement have specifically excepted to the Exchange Pool  
15 Provisions thereof, shall upon filing with this Court and with  
16 the Watermaster their agreement to be bound by this paragraph VII,  
17 be entitled to the benefits of and be obligated by the provisions  
18 of this paragraph VII.

19 VIII

20 No taking of water under paragraph VII hereof, by any party  
21 to this action shall constitute a taking adverse to any other  
22 party; nor shall any party to this action have the right to plead  
23 the statute of limitations or an estoppel against any other party  
24 by reason of his said extracting of water from the Basin pursuant  
25 to a request for the release of water; nor shall such release of  
26 water to the Exchange Pool by any party constitute a forfeiture or  
27 abandonment by such party of any part of his Adjudicated Right to  
28 water; nor shall such release in anywise constitute a waiver of  
29 such right, although such water, when released under the terms  
30 of this judgment may be devoted to a public use; nor shall such  
31 release of water by any such party in anywise obligate any party  
32 so releasing to continue to release or furnish water to any other



1 party or his successor in interest, or to the public generally,  
2 or to any part thereof, otherwise than as provided herein.

3 IX

4 In order to assist the Court in the administration and en-  
5 forcement of the provisions of this judgment and to keep the  
6 Court fully advised in the premises, the Watermaster shall have  
7 the following duties in addition to those provided for elsewhere  
8 herein:

9 1. The Watermaster may require each party, at such party's  
10 own expense, to measure and record not more often than once a  
11 month, the elevation of the static water level in such of his  
12 wells in the Basin as are specified by the Watermaster.

13 2. The Watermaster may require any party hereto owning  
14 any facilities for pumping or otherwise extracting water from  
15 the Basin, at such party's own expense, to install and <sup>at</sup> all times  
16 maintain in good working order mechanical measuring devices  
17 approved by the Watermaster, and keep records of water production  
18 required by the Watermaster through the use of such devices. ]  
19 However, if in the opinion of the Watermaster such mechanical  
20 devices are not practicable or feasible, the Watermaster may  
21 require such party to submit estimates of his water production,  
22 together with such information and data as is used by such party  
23 in making such estimate. Upon the failure of any party to install  
24 such device or devices on or before the date the Watermaster shall  
25 fix for such installation, or to provide the Watermaster with  
26 estimates of water production and information on which such  
27 estimates are based, the Watermaster may give the Court and the  
28 party notice of such failure for proper action in the premises.

29 3. The Watermaster shall collect and assemble the records  
30 and other data required of the parties hereto, and evaluate such  
31 records and other data. Such records and other data shall be  
32 open to inspection by any party hereto or his representative

1 during normal business hours.

2 4. The Watermaster shall prepare a tentative budget for  
3 each water year, stating the estimated expense for administering  
4 the provisions of this judgment. The Watermaster shall mail a  
5 copy of said tentative budget to each of the parties hereto  
6 having an Adjudicated Right at least sixty (60) days before the  
7 beginning of each water year. If any such party has any object-  
8 ion to said tentative budget or any suggestions with respect  
9 thereto, he shall present the same in writing to the Watermaster  
10 within fifteen (15) days after service of said tentative budget  
11 upon him. If no objections are received, the tentative budget  
12 shall become the final budget. If objections to said tentative  
13 budget are received, the Watermaster shall, within ten (10) days  
14 thereafter, consider such objections, prepare a final budget,  
15 and mail a copy thereof to each such party, together with a state-  
16 ment of the amount assessed to each such party, computed as pro-  
17 vided in subparagraph 5 of this paragraph IX. Any such party  
18 whose objections to said tentative budget are denied in whole  
19 or in part by the Watermaster may, within fifteen (15) days after  
20 the service of the final budget upon him, make written objection  
21 thereto by filing his objection with the Court after first mail-  
22 ing a copy of such objection to each such party, and shall bring  
23 such objection on for hearing before the Court at such time as  
24 the Court may direct. If objection to such budget be filed with  
25 the Court as herein provided, then the said budget and any and  
26 all assessments made as herein provided may be adjusted by the  
27 Court.

28 5. The fees, compensation or other expenses of the Water-  
29 master hereunder shall be borne by the parties hereto having  
30 Adjudicated Rights in the proportion that each such party's  
31 Adjudicated Right bears to the total Adjudicated Rights of all  
32 such parties, and the Court or Watermaster shall assess such costs

1 to each such party accordingly.

2 Payment thereof, whether or not subject to adjustment by  
3 the Court as provided in this paragraph IX, shall be made by  
4 each such party, on or prior to the beginning of the water year  
5 to which said final budget and statement of assessed costs is  
6 applicable. If such payment by any party is not made on or be-  
7 fore said date, the Watermaster shall add a penalty of 5% there-  
8 of to such party's statement. Payment required of any party  
9 hereunder may be enforced by execution issued out of the Court,  
10 or as may be provided by any order hereinafter made by the Court,  
11 or by other proceedings by the Watermaster or by any party hereto  
12 on the Watermaster's behalf.

13 All such payments and penalties received by the Watermaster  
14 shall be expended by him for the administration of this judgment.  
15 Any money remaining at the end of any water year shall be avail-  
16 able for use the following year.

17 6. The Watermaster shall prepare an annual report within  
18 ninety (90) days after the end of each water year covering the  
19 work of the Watermaster during the preceding water year and a  
20 statement of his receipts and expenditures.

21 7. The Watermaster shall report separately, in said annual  
22 report, all water extractions in the Basin by producers who have  
23 no "Adjudicated Right."

24 8. The Watermaster shall perform such other duties as may  
25 be provided by law.

26 X

27 Any party hereto having an Adjudicated Right who has object-  
28 ion to any determination or finding made by the Watermaster,  
29 other than as provided in paragraphs VII and IX hereof, may  
30 make such objection in writing to the Watermaster within thirty  
31 (30) days after the date the Watermaster gives written notice  
32 of the making of such determination or finding, and within thirty

1 (30) days thereafter the Watermaster shall consider said object-  
2 ion and shall amend or affirm his finding or determination and  
3 shall give notice thereof to all parties hereto having Adjudi-  
4 cated Rights. Any such party may file with the Court within  
5 thirty (30) days from the date of said notice any objection to  
6 such final finding or determination of the Watermaster and bring  
7 the same on for hearing before the Court at such time as the  
8 Court may direct, after first having served said objection upon  
9 each of the parties hereto having an Adjudicated Right. The  
10 Court may affirm, modify, amend or overrule any such finding or  
11 determination of the Watermaster.

12

#### XI

13 The Court hereby reserves continuing jurisdiction and,  
14 upon application of any party hereto having an Adjudicated Right  
15 or upon its own motion, may review (1) its determination of the  
16 safe yield of the Basin, or, (2) the Adjudicated Rights, in  
17 the aggregate, of all of the parties as affected by the abandon-  
18 ment or forfeiture of any such rights, in whole or in part, and  
19 by the abandonment or forfeiture of any such rights by any other  
20 person or entity, and, in the event material change be found, to  
21 adjudge that the Adjudicated Right of each party shall be ratably  
22 changed; provided, however, that notice of such review shall be  
23 served on all parties hereto having Adjudicated Rights at least  
24 thirty (30) days prior thereto. Except as provided herein, and  
25 except as rights decreed herein may be abandoned or forfeited in  
26 whole or in part, each and every right decreed herein shall be  
27 fixed as of the date of the entry hereof.

28

#### XII

29 The Court further reserves jurisdiction so that at any time  
30 and from time to time, upon its own motion or upon application  
31 of any party hereto having an Adjudicated Right, and upon at  
32 least thirty (30) days notice to all such parties, to make such

1 modifications of or such additions to, the provisions of this  
2 judgment, or make such further order or orders as may be neces-  
3 sary or desirable for the adequate enforcement, protection or  
4 preservation of the rights of such parties as herein determined.

5 XIII

6 The objections to the Report of Referee and to all supple-  
7 mental Reports thereto, having been considered upon exceptions  
8 thereto filed with the clerk of the Court in the manner of and  
9 within the time allowed by law, are overruled.

10 XIV

11 All future notices, requests, demands, objections, reports,  
12 and other papers and process in this cause shall be given, made  
13 and/or served as follows:

14 1. Any party herein who, as hereafter provided, has  
15 designated or who designates the person to whom and the address  
16 at which all said future notices, papers and process in this  
17 cause shall be given, shall be deemed to have been served there-  
18 with when the same has been served by mail on such party's  
19 designee.

20 (a) All parties herein who have executed  
21 and filed with the Court "Agreement and Stipulation  
22 for Judgment" and have therein designated a person  
23 thereafter to receive said notices, papers and/or  
24 process, have therein and thereby made such designa-  
25 tion for said purpose, and such designation shall  
26 become effective upon the entry of this judgment.

27 (b) All other parties who desire to name a  
28 designee for the aforesaid purpose, or any party  
29 once having named a designee who desires to change  
30 his designee shall file such designation or change  
31 of designee with the clerk of this Court and shall  
32 serve a copy thereof by mail on the Watermaster.

1           2. Parties hereto who have not entered their appearance or  
2 whose default has been entered and who are adjudged herein to  
3 have ~~an~~ Adjudicated Right, shall be served with all said future  
4 notices, papers and process herein by publication of a copy of  
5 such said notice, paper or process addressed to, "Parties to  
6 the West Basin Adjudication"; said publication shall be made  
7 once each week for two successive weeks in a newspaper of  
8 general circulation, printed and published in the County of  
9 Los Angeles, State of California, the last publication of which  
10 shall be at least two weeks and not more than five weeks immedi-  
11 ately preceding the event for which said notice is given or  
12 immediately preceding the effective date of any order, paper  
13 or process, in the event an effective date other than the date  
14 of its execution is fixed by the Court in respect of any order,  
15 paper or process, or said last publication shall be made not  
16 more than five weeks following an event, the entry of an order  
17 by the Court, or date of any paper or process with respect to  
18 which notice is given.

19           3. All parties not specifically referred to in sub-  
20 paragraphs 1 and 2 above who are required by law to be served  
21 with future notices, papers and/or process in this cause shall  
22 be served therewith in the manner provided by law.

23   XV.

24           None of the parties hereto shall recover his costs as  
25 against any other party.  
26

27 Dated: August 18, 1961

/s/ George Francis  
Judge Assigned by the Chairman of  
the Judicial Council to Sit in  
This Case.

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Superior Court of California  
County of Los Angeles

NOV 15 2018

Sheryl R. Carter, Executive Officer/Clerk  
By: Roxanne Arraigo, Deputy

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

CALIFORNIA WATER SERVICE COMPANY,  
et al.,

Plaintiff,

v.

CITY OF COMPTON, et al.,

Defendants.

Case No. C506806 [Related to C786656]

(Assigned to the Honorable Kenneth R.  
Freeman – Department 14)

**MODIFIED ~~RECALL~~ ORDER  
GRANTING AMENDMENT TO THE  
JUDGMENT**

[Filed concurrently with Notice of Motion  
and Motion; Memorandum of Points and  
Authorities; Declaration of Theodore A.  
Johnson; and Request for Judicial Notice]

Date: November 15, 2018  
Time: 3:00 p.m.  
Dept.: 14

Action Filed: 7/21/1945

RECEIVED  
LOS ANGELES SUPERIOR COURT

OCT 26 2018

S. DREW





1  
2  
3 PROPOSED ORDER

4 The Motion of Intervenor Water Replenishment District of Southern California ("WRD") to  
5 Amend Judgment ("Motion") came on for hearing on November 15, 2018, in Department 14 of the  
6 Los Angeles Superior Court, the Honorable Kenneth R. Freeman, Judge presiding. Appearances  
7 were made by parties through their respective counsel of record.

8 After considering all the papers filed in connection with the Motion and hearing oral  
9 argument, this Court, finding good cause therefore, HEREBY ORDERS AS FOLLOWS:

10 That the Amended Judgment entered on December 5, 2014 in *California Water Service*  
11 *Company, et al. v. City of Compton, et al.*, Los Angeles Superior Court Case No. CS06806, be  
12 amended to add new Paragraph V.15, which shall read as follows:

13 **15. Extraction Exemption**

14 In recognition of existing seawater intrusion into Basin groundwater supplies, extractions of  
15 groundwater shall be permitted by certain entities without an Adjudicated Right to produce  
16 groundwater within the Basin so long as each of the following criteria are satisfied:

17 1. Only groundwater containing at least 500 milligrams/liter of chloride, as measured at  
18 the influent to any facility used to treat such water, may be extracted;

19 2. Extractions must be done by a public agency with statutory authority to clean  
20 contaminated groundwater;

21 3. Extractions of such groundwater must provide a Regional Benefit to the Basin as a  
22 whole and not just to the extracting party;

23 4. All extractions pursuant to this Paragraph V.15 are subject to payment of the  
24 Replenishment Assessment.

25 5. All new projects that seek to extract groundwater pursuant to this Paragraph V. 15  
26 shall be reviewed and approved by the following entities: (1) the Water Rights Panel and (2) WRD  
27 in its capacity as the Watermaster Administrative Body. Those entities shall review such projects  
28 using the procedures generally described in the following subsections of Paragraph V.13.B:  
subsections (2), (6), (8), and (9); the second and third sentences of subsection (1); the first sentence

1 of subsection (4); and the last sentence of subsection (7). The findings of the Water Rights Panel  
2 and WRD in its capacity as the Watermaster Administrative Body shall include a determination that  
3 the project is Technically Feasible and will not cause Material Physical Harm. Any new project that  
4 would be carried out by WRD pursuant to this Paragraph V.15 would not constitute a conflict of  
5 interest within the meaning of Paragraph V.13.B (8) as to WRD's role as Watermaster  
6 Administrative Body.

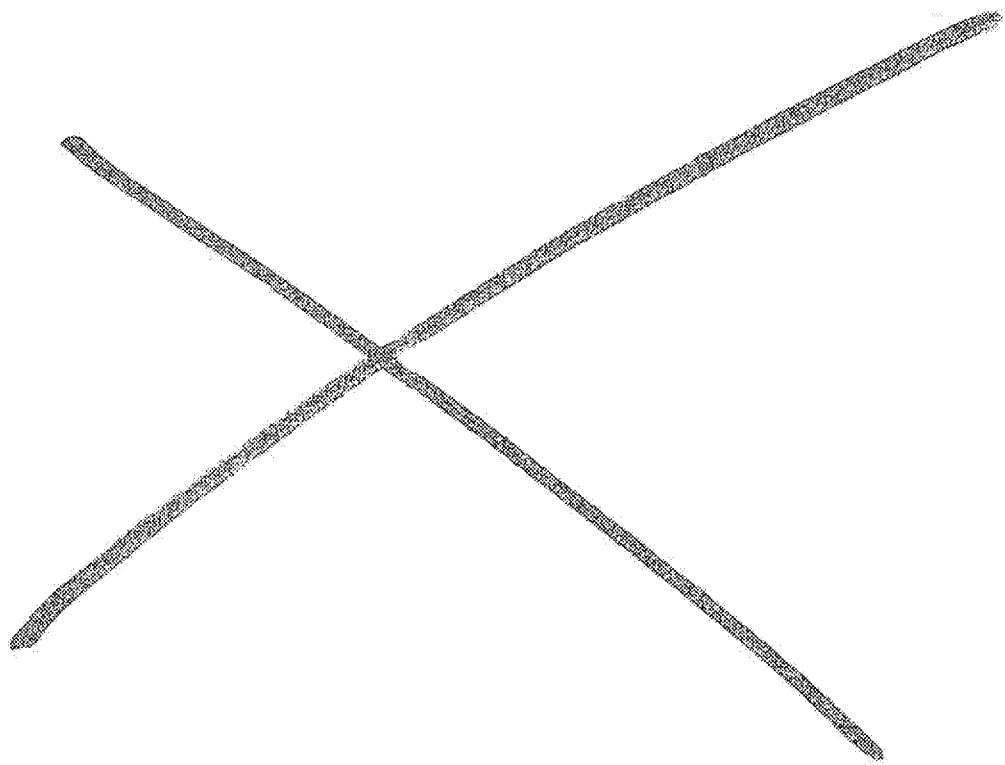
7 Any extractions pursuant to this amendment shall be reported on at least an annual basis to:  
8 (1) WRD in its capacity as the Watermaster Administrative Body and (2) the Water Rights Panel.  
9 Such report shall include discussion of each of the criteria contained in this Paragraph V.15.

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Dated: NOV 15 2018, 2018

~~KENNETH R. FREEMAN~~

Honorable Kenneth R. Freeman  
Judge of the Superior Court



# **Appendix B**

## **Central Basin Adjudication**

DRAFT



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6 Attorneys for CITY OF LAKEWOOD,  
7 CITY OF LONG BEACH

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

10 CENTRAL AND WEST BASIN WATER  
11 REPLENISHMENT DISTRICT, etc.,

12 Plaintiff,

13 vs.

14 CHARLES E. ADAMS, et al.,

15 Defendant

16  
17 CITY OF LAKEWOOD, a municipal  
18 corporation,

19 Cross-Complainant

20 vs.

21 CHARLES E. ADAMS, et al.,

22 Cross-Defendants.

Case No.: 786,656

THIRD AMENDED JUDGMENT

(Declaring and establishing  
water rights in Central Basin,  
enjoining extractions  
therefrom in excess of  
specified quantities  
and providing for the storage and  
extraction of stored water.)

Assigned for all purposes to  
Hon. Abraham Khan  
Dept. 51

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1 The original judgment in this action was entered on or about August 27, 1965. Pursuant  
2 to the reserved and continuing jurisdiction of the court under the Judgment herein, certain  
3 amendments to said Judgment and temporary orders have heretofore been made and entered.  
4 Continuing jurisdiction of the court for this action is currently assigned to Hon. Abraham Khan.

5 The Motion of Plaintiff WATER REPLENISHMENT DISTRICT OF SOUTHERN  
6 CALIFORNIA (which originally brought this action under its former name “Central and West  
7 Basin Water Replenishment District”), and of defendants, City of Lakewood, City of Long  
8 Beach, Golden State Water Company, California Water Service Company, City of Los Angeles,  
9 City of Cerritos, City of Downey, City of Signal Hill, Pico Water District, Bellflower-Somerset  
10 Mutual Water Company, LaHabra Heights County Water District, City of Norwalk, Orchard  
11 Dale Water District, Montebello Land & Water Company, South Montebello Irrigation District,  
12 Sativa Los Angeles County Water District, City of Vernon and Central Basin Municipal Water  
13 District (“Moving Parties”) herein for further amendments to the Judgment, notice thereof and of  
14 the hearing thereon having been duly and regularly given to all parties, came on for hearing in  
15 Department 51 of the above-entitled court on December 18, 2013 at 9:00 a.m. before said Hon.  
16 Abraham Khan. This “Third Amended Judgment” incorporates amendments and orders  
17 heretofore made to the extent presently operable and amendments pursuant to said last  
18 mentioned motion. To the extent this Amended Judgment is a restatement of the Judgment as  
19 heretofore amended, it is for convenience in incorporating all matters in one document, is not a  
20 readjudication of such matters and is not intended to reopen any such matters. As used  
21 hereinafter the word “Judgment” shall include the original Judgment entered in this action as  
22 amended to date, including this Third Amended Judgment.

23 There exists in the County of Los Angeles, State of California, an underground water  
24 basin or reservoir known and hereinafter referred to as the “Central Basin” or “Basin” described  
25 in Appendix “1” to this Judgment.

26 Within this Judgment, the following terms, words, phrases and clauses are used by the  
27 Court with the following meanings:

28 “Adjudicated Storage Capacity” means 220,000 acre-feet of the Available Dewatered

1 Space which has been apportioned herein for Individual Storage Accounts and Community  
2 Storage.

3 “Administrative Body” is defined in Section II(A).

4 “Administrative Year” means the twelve (12) month period beginning July 1 and ending  
5 June 30.

6 “Allowed Pumping Allocation” is that quantity in acre feet which the Court adjudges to  
7 be the maximum quantity which a party should be allowed to extract annually from Central  
8 Basin as set forth in Part I hereof, which constitutes 80% of such party’s Total Water Right.

9 “Allowed Pumping Allocation for a particular Administrative Year” and “Allowed  
10 Pumping Allocation in the following Administrative Year” and similar clauses, mean the  
11 Allowed Pumping Allocation as increased in a particular Administrative Year by any authorized  
12 carryovers pursuant to Section III(A) of this Judgment and as reduced by reason of any over-  
13 extractions in a previous Administrative Year.

14 “Artificial Replenishment” is the replenishment of Central Basin achieved through the  
15 spreading or injection of imported or recycled water for percolation thereof into Central Basin by  
16 a governmental agency, including WRD.

17 “Artificial Replenishment Water” means water captured or procured by WRD to  
18 replenish the Basin, either directly by percolating or injecting the water into the Basin, or  
19 through in lieu replenishment by substituting surface water (or payment therefor) in lieu of  
20 production and use of groundwater.

21 “Available Dewatered Space” means the total amount of space available to hold  
22 groundwater within the Central Basin without causing Material Physical Harm, which space is  
23 allocated between Adjudicated Storage Capacity and Basin Operating Reserve.

24 “Base Water Right” is the highest continuous extractions of water by a party from Central  
25 Basin for a beneficial use in any period of five consecutive years after the commencement of  
26 overdraft in Central Basin and prior to the commencement of this action, as to which there has  
27 been no cessation of use by that party during any subsequent period of five consecutive years.  
28 As employed in the above definition, the words “extractions of water by a party” and “cessation

1 of use by that party” include such extractions and cessations by any predecessor or predecessors  
2 in interest.

3 “Basin Operating Reserve” means a total of 110,000 acre feet of Available Dewatered  
4 Space available for Basin operations as provided in Section IV(L). The Basin Operating Reserve  
5 added to the Adjudicated Storage Capacity equals the amount of Available Dewatered Space.

6 “Calendar Year” is the twelve month period commencing January 1 of each year and  
7 ending December 31 of each year.

8 “Carryover” is defined in Section III(A).

9 “Carryover Conversion” means the process of transferring water properly held as  
10 Carryover into Stored Water, or the water so converted to Stored Water.

11 “Central Basin” is the underground basin or reservoir underlying the Central Basin Area,  
12 the exterior boundaries of which Central Basin are the same as the exterior boundaries of Central  
13 Basin Area.

14 “Central Basin Area” is the territory described in Appendix “1” to this Judgment and is a  
15 segment of the territory comprising Plaintiff District.

16 “Central Basin Water Rights Panel” means the constituent body of Watermaster  
17 consisting of seven (7) Parties elected from among parties holding Allowed Pumping Allocations  
18 as provided in Section II(B).

19 “CEQA” refers to the California Environmental Quality Act, Public Resources Code  
20 §§ 21000 *et seq.*

21 “Community Storage Pool” is defined in Section IV(E).

22 “Declared Water Emergency” means a period commencing with the adoption of a  
23 resolution of the Board of Directors of WRD declaring that conditions within the Central Basin  
24 relating to natural and imported supplies of water are such that, without implementation of the  
25 water emergency provisions of this Judgment, the water resources of the Central Basin risk  
26 degradation. Such Declaration may be made as provided in Section III(A)(3).

27 “Disadvantaged Community” means any area that is served by a Water Purveyor and that  
28 consists of one or more contiguous census tracts which, based upon the most-recent United

1 States Census data, demonstrates a median household income which is less than eighty percent  
2 (80%) of the median household income for all Census Tracts within the state of California. The  
3 identification of Disadvantaged Communities shall be made by Watermaster following each  
4 decennial census.

5 “Extraction,” “extractions,” “extracting,” “extracted,” and other variations of the same  
6 noun and verb, mean pumping, taking, diverting or withdrawing groundwater by any manner or  
7 means whatsoever from Central Basin.

8 “Imported Water” means water brought into Central Basin Area from a non-tributary  
9 source by a party and any predecessors in interest, either through purchase directly from  
10 Metropolitan Water District of Southern California (“MWD”), the Central Basin Municipal  
11 Water District (“CBMWD”), or any other MWD member agency and additionally, as to the  
12 Department of Water and Power of the City of Los Angeles, water brought into the Central Basin  
13 Area by that party by means of the Owens River Aqueduct. In the case of water imported for  
14 storage by a party pursuant to this Judgment, “Imported Water” means water brought into the  
15 Central Basin from any non-tributary source as one method for establishing storage in the  
16 Central Basin.

17 “Imported Water Use Credit” is the annual amount, computed on a calendar year basis, of  
18 Imported Water which any party and any predecessors in interest, who have timely made the  
19 required filings under Water Code Section 1005.1, have imported into Central Basin Area in any  
20 calendar year and subsequent to July 9, 1951, for beneficial use therein, but not exceeding the  
21 amount by which that party and any predecessors in interest reduces his or their extractions of  
22 groundwater from Central Basin in that calendar year from the level of his or their extractions in  
23 the preceding calendar year, or in any prior calendar year not earlier than the calendar year 1950,  
24 whichever is the greater.

25 “Individual Storage Allocation” is defined in Section IV(D).

26 “Majority Protest” means a written protest filed with the Administrative Body of  
27 Watermaster within sixty (60) days following a protested event or decision, which evidences the  
28 concurrence of a majority of the Allowed Pumping Allocations held within the Basin as of the

1 date thereof.

2       “Material Physical Harm” means material physical injury or a material diminution in the  
3 quality or quantity of groundwater available within the Basin to support extraction of Total  
4 Water Rights or Stored Water, that is demonstrated to be attributable to the placement, recharge,  
5 injection, storage or recapture of Stored Water in the Central Basin, including, but not limited to,  
6 degradation of water quality, liquefaction, land subsidence and other material physical injury  
7 caused by elevated or lowered groundwater levels. Material Physical Harm does not include  
8 “economic injury” that results from other than direct physical causes, including any adverse  
9 effect on water rates, lease rates, or demand for water. Once fully mitigated, physical injury  
10 shall no longer be considered to be material.

11       “Natural Replenishment” means and includes all processes other than “Artificial  
12 Replenishment” by which water may become a part of the groundwater supply of Central Basin.

13       “Natural Safe Yield” is the maximum quantity of groundwater, not in excess of the long  
14 term average annual quantity of Natural Replenishment, which may be extracted annually from  
15 Central Basin without eventual depletion thereof or without otherwise causing eventual  
16 permanent damage to Central Basin as a source of groundwater for beneficial use, said maximum  
17 quantity being determined without reference to Artificial Replenishment.

18       “Outgoing Watermaster” is the State of California, Department of Water Resources, the  
19 Watermaster appointed pursuant to the terms of the Judgment before this Third Amendment.

20       “Overdraft” is that condition of a groundwater basin resulting from extractions in any  
21 given annual period or periods in excess of the long term average annual quantity of Natural  
22 Replenishment, or in excess of that quantity which may be extracted annually without otherwise  
23 causing eventual permanent damage to the basin.

24       “Party” means a party to this action. Whenever the term “party” is used in connection  
25 with a quantitative water right, or any quantitative right, privilege or obligation, or in connection  
26 with the assessment for the budget of the Watermaster, it shall be deemed to refer collectively to  
27 those parties to whom are attributed a Total Water Right in Part I of this Judgment.

28       “Person” or “persons” include individuals, partnerships, associations, governmental

1 agencies and corporations, and any and all types of entities.

2 “Recycled Water” means water that has been reclaimed through treatment appropriate for  
3 its intended use in compliance with applicable regulations.

4 “Regional Disadvantaged Communities Incentive Program” means a program to be  
5 developed by Watermaster in the manner provided in Section II(H) of this Judgment, and  
6 approved by the Court, whereby a portion of the Community Storage Pool is made available to  
7 or for the benefit of Disadvantaged Communities, on a priority basis within the Central Basin.

8 “Replenishment Assessment” means the replenishment assessment imposed by WRD  
9 upon each acre-foot of groundwater extracted from the Central Basin pursuant to WRD’s  
10 enabling act, California Water Code §§ 60000 et seq.

11 “Small Water Producers Group” means a body consisting of parties holding no greater  
12 than 5,000 acre-feet of Allowed Pumping Allocation, as set forth on Appendix 3 hereto and as  
13 may be modified from time to time by the Group’s own procedures and the requirements set  
14 forth in Appendix 3.

15 “Storage Panel” or “Central Basin Storage Panel” means a bicameral constituent body of  
16 Watermaster consisting of (i) the Central Basin Water Rights Panel and (ii) the Board of  
17 Directors of WRD.

18 “Storage Project” means an activity pertaining to the placement, recharge, injection,  
19 storage, transfer, or recapture of Stored Water within the Basin, but does not include actions by  
20 WRD undertaken in connection with its replenishment activities.

21 “Stored Water” means water, including Recycled Water, held within Available  
22 Dewatered Space as a result of spreading, injection, in-lieu delivery, or Carryover Conversion,  
23 where there is an intention to subsequently withdraw the water for reasonable and beneficial use  
24 pursuant to this Judgment.

25 “Total Water Right” is the quantity arrived at in the same manner as in the computation  
26 of “Base Water Right,” but including as if extracted in any particular year the Imported Water  
27 Use Credit, if any, to which a particular party may be entitled.

28 “Water” includes only non-saline water, which is that having less than 1,000 parts of

1 chlorides to 1,000,000 parts of water.

2 “Water Augmentation Project” means pre-approved physical actions and management  
3 activities that provide demonstrated appreciable increases in long-term annual groundwater yield  
4 in the Basin that are initiated as provided in this Judgment after January 1, 2013.

5 “Water Purveyor” means a Party (and successors in interest) which sells water to the  
6 public, whether a regulated public utility, mutual water company or public entity. As that term is  
7 used in Section III(B)(6), “Water Purveyor,” in addition to the foregoing, means a Party which  
8 has a connection or connections for the taking of Imported Water through the Metropolitan  
9 Water District of Southern California (“MWD”), or through a MWD-member agency, or access  
10 to such Imported Water through such connection, and which normally supplies at least a part of  
11 its customers’ water needs with such Imported Water.

12 “Watermaster” is defined in Part II and is comprised of (i) the Administrative Body, (ii)  
13 the Central Basin Water Rights Panel, and (iii) the Central Basin Storage Panel. Watermaster,  
14 and the various constituent bodies of Watermaster, as designated in this Judgment, exist as a  
15 special master pursuant to this Judgment and Watermaster serves at the pleasure of the Court.  
16 Nothing herein shall be construed as creating an independent designation of “Watermaster” as a  
17 public agency subject to the provisions of CEQA, nor does membership or participation as the  
18 designated Watermaster expand any statutory, constitutional, or other powers of the members  
19 serving as part of the Watermaster.

20 “West Coast Basin” is the groundwater basin adjacent to the Central Basin which is the  
21 subject of a separate adjudication of groundwater rights in *California Water Service Company, et*  
22 *al. v. City of Compton, et al.*, Los Angeles Superior Court Case No. 506806.

23 “WRD” or “Water Replenishment District” is the plaintiff herein, the Water  
24 Replenishment District of Southern California, a special district of the State of California, which  
25 brought this action under its former name, “Central and West Basin Water Replenishment  
26 District.”

27 In those instances where any of the above-defined words, terms, phrases or clauses are  
28 utilized in the definition of any of the other above-defined words, terms, phrases and clauses,



1 such use is with the same meaning as is above set forth.

2  
3 NOW THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED AND DECREED  
4 WITH RESPECT TO THE ACTION AND CROSS-ACTION AS FOLLOWS:

5  
6 I. DECLARATION AND DETERMINATION OF WATER RIGHTS OF  
7 PARTIES; RESTRICTION ON THE EXERCISE THEREOF.<sup>1</sup>

8 A. Determination of Rights of Parties.

9 (1) Each party, except defendants The City of Los Angeles and  
10 Department of Water and Power of the City of Los Angeles, whose name is set  
11 forth in Appendix 2 and by this reference made a part hereof, and after whose  
12 name there appears under the column "Total Water Right" a figure other than "0,"  
13 is the owner of and has the right to extract annually groundwater from Central  
14 Basin for beneficial use in the quantity set forth after that party's name under said  
15 column "Total Water Right" as of the close of the Administrative Year ending  
16 June 30, 2012 in accordance with the Watermaster Reports on file with this Court  
17 and the records of the Plaintiff. This tabulation does not take into account  
18 additions or subtractions from any Allowed Pumping Allocation of a producer for  
19 the 2012-2013 Administrative Year, nor other adjustments not representing  
20 change in fee title to water rights, such as leases of water rights, nor does it  
21 include the names of lessees of landowners where the lessees are exercising the  
22 water rights. The exercise of all water rights is subject, however, to the  
23 provisions of this Judgment as hereinafter contained. All of said rights are of the  
24 same legal force and effect and are without priority with reference to each other.  
25 Each party whose name is set forth in the tabulation in Appendix "2" of this

26  
27 <sup>1</sup> Headings in the Judgment are for purposes of reference and the language of said headings do not constitute, other  
28 than for such purpose, a portion of this Judgment.

1 Judgment, and after whose name there appears under the column “Total Water  
2 Right” the figure “0,” owns no rights to extract any groundwater from Central  
3 Basin, and has no right to extract any groundwater from Central Basin.

4 (2) Defendant The City of Los Angeles is the owner of the right to  
5 extract fifteen thousand (15,000) acre feet per annum of groundwater from  
6 Central Basin, but it has the right and ability to purchase or lease additional rights  
7 to extract groundwater and increase its Allowed Pumping Allocation. Defendant  
8 Department of Water and Power of the City of Los Angeles has no right to extract  
9 groundwater from Central Basin except insofar as it has the right, power, duty or  
10 obligation on behalf of defendant The City of Los Angeles to exercise the water  
11 rights in Central Basin of defendant The City of Los Angeles. The exercise of  
12 said rights is subject, however, to the provisions of this Judgment hereafter  
13 contained, including but not limited to, sharing with other parties in any  
14 subsequent decreases or increases in the quantity of extractions permitted from  
15 Central Basin, pursuant to continuing jurisdiction of the Court, on the basis that  
16 fifteen thousand (15,000) acre feet (and any increase in its Allowed Pumping  
17 Allocation) bears to the Allowed Pumping Allocations of the other parties.

18 (3) No party to this action is the owner of or has any right to extract  
19 groundwater from Central Basin except as herein affirmatively determined.

20 B. Parties Enjoined as to Quantities of Extractions.

21 (1) Each party, other than The State of California and The City of Los  
22 Angeles and Department of Water and Power of The City of Los Angeles, is  
23 enjoined and restrained in any Administrative Year commencing after the date  
24 this Judgment becomes final from extracting from Central Basin any quantity of  
25 Water greater than the party’s Allowed Pumping Allocation as hereinafter set  
26 forth next to the name of the party in the tabulation appearing in Appendix 2 at  
27 the end of this Judgment, subject to further provisions of this Judgment. Subject  
28 to such further provisions, the officials, agents and employees of The State of

1 California are enjoined and restrained in any such Administrative Year from  
2 extracting from Central Basin collectively any quantity of water greater than the  
3 Allowed Pumping Allocation of The State of California as hereinafter set forth  
4 next to the name of that party in the same tabulation. Each party adjudged and  
5 declared above not to be the owner of and not to have the right to extract  
6 groundwater from Central Basin is enjoined and restrained in any Administrative  
7 Year commencing after the date this Judgment becomes final from extracting any  
8 groundwater from Central Basin, except as may be hereinafter permitted to any  
9 such party under this Judgment.

10 (2) The total extraction right for each party includes a party's Allowed  
11 Pumping Allocation (to the extent not transferred by agreement or otherwise), any  
12 contractual right acquired through lease or other agreement to extract or use the  
13 rights of another party, and any right to extract Stored Water or Carryover as  
14 provided in this Judgment. No party may extract in excess of 140% of the sum of  
15 (i) the party's Allowed Pumping Allocation and (ii) the party's leased water,  
16 except upon prior approval by the applicable body of Watermaster as required  
17 pursuant to Section IV(J) as provided herein. Upon application, the body specified  
18 in Section IV(J) shall approve a party's request to extract water in excess of such  
19 limit, provided there is no Material Physical Harm. Requests to extract water in  
20 excess of such limit shall be reviewed and either approved or denied within thirty  
21 (30) days of such request.

22 (3) Defendant The City of Los Angeles is enjoined and restrained in  
23 any Administrative Year commencing after the date this Judgment becomes final  
24 from extracting from Central Basin any quantity of water greater than fifteen  
25 thousand (15,000) acre feet or its Allowed Pumping Allocation, as recognized by  
26 the Watermaster, if it acquires additional rights to pump groundwater through  
27 purchase or lease, subject to further provisions of this Judgment, including but not  
28 limited to, sharing with other parties in any subsequent decreases or increases in

1 the quantity of extractions permitted from Central Basin by parties, pursuant to  
2 continuing jurisdiction of the Court, on the basis that fifteen thousand (15,000)  
3 acre feet (or the adjusted Allowed Pumping Allocation if additional rights are  
4 acquired) bears to the Allowed Pumping Allocations of the other parties.  
5 Defendant Department of Water and Power of The City of Los Angeles is  
6 enjoined and restrained in any Administrative Year commencing after the date  
7 this Judgment becomes final from extracting from Central Basin any quantity of  
8 water other than such as it may extract on behalf of defendant The City of Los  
9 Angeles, and which extractions, along with any extractions by said City, shall not  
10 exceed that quantity permitted by this Judgment to that City in any Administrative  
11 Year. Whenever in this Judgment the term "Allowed Pumping Allocation"  
12 appears, it shall be deemed to mean as to defendant The City of Los Angeles the  
13 quantity of fifteen thousand (15,000) acre feet unless the City of Los Angeles has  
14 acquired through purchase or lease right to extract additional groundwater. The  
15 limit on extraction as provided in the preceding Section I(B)(1) shall also apply to  
16 The City of Los Angeles.

17 (4) Any rights decreed and adjudicated herein may be transferred,  
18 assigned, licensed or leased by the owner thereof provided, however, that no such  
19 transfer shall be complete until compliance with the appropriate notice procedures  
20 established by Watermaster.

21 (5) Unless a party elects otherwise, production of water from the Basin  
22 for the use or benefit of the parties hereto shall be counted against the party's total  
23 extraction right in the following order: (i) Increased extractions by certain  
24 qualified water rights holders pursuant to Section IV(K), (ii) Exchange Pool  
25 production, (iii) production of Carryover water, (iv) production of leased water, ,  
26 (v) production of Allowed Pumping Allocation, (vi) production of Stored Water,  
27 (vii) production of Drought Carryover (according to Watermaster's Rules), and  
28 (viii) production of water under an agreement with WRD during a period of

1 emergency pursuant to Section III(B)(6).

2 C. Parties Enjoined as to Export of Extractions.

3 Except as expressly authorized herein, or upon further order of the Court, all  
4 parties are enjoined and restrained from transporting water extracted from the Central  
5 Basin outside the boundaries of the Central Basin Area. For purposes of this Section,  
6 water supplied by a Water Purveyor to its customers located within any of its service  
7 areas contiguous to the Central Basin or within WRD's service area shall be exempt from  
8 the export prohibition of this Section provided that the Water Purveyor also provides  
9 water to a service area that overlies the Basin in whole or in part. The foregoing  
10 exemption is not made, nor is it related to, a determination of an underflow between the  
11 basins, a cost or benefit allocation, or any other factor relating to the allocation of the  
12 Replenishment Assessment by WRD. Further, this injunction and restriction does not  
13 apply to export of water that will take place pursuant to contractual obligations  
14 specifically identified on Appendix 4, nor does it apply to export of Stored Water not  
15 having its origin in Carryover Conversion. The export identified on Appendix 4 may  
16 continue to the extent that any such extraction does not violate any other provisions of  
17 this Judgment, provided however that no such export identified on Appendix 4 shall  
18 exceed 5,000 acre-feet in any Year.

19  
20 II. APPOINTMENT OF WATERMASTER; WATERMASTER ADMINISTRATION  
21 PROVISIONS.

22 The particular bodies specified below are, jointly, hereby appointed Watermaster,  
23 for an indefinite term, but subject to removal by the Court, to administer this Judgment. Such  
24 bodies, which together shall constitute the "Watermaster," shall have restricted powers, duties  
25 and responsibilities as specified herein, it being the court's intention that particular constituent  
26 bodies of Watermaster have only limited and specified powers over certain aspects of the  
27 administration of this Judgment. The Outgoing Watermaster will exercise reasonable diligence  
28 in the complete transition of Watermaster duties and responsibilities within a reasonable time

1 following entry of this order, and to make available to the new Watermaster all records  
2 concerning Watermaster activities. The chair of the Central Basin Water Rights Panel (defined  
3 below) shall thereafter represent the Watermaster before the Court.

4 A. The Administrative Body.

5 Plaintiff Water Replenishment District of Southern California (“WRD”) is  
6 appointed the Administrative Body of the Central Basin Watermaster (“Administrative  
7 Body”). In order to assist the Court in the administration of the provisions of this  
8 Judgment and to keep the Water Rights Panel and the Court fully advised in the  
9 premises, the Administrative Body shall have the following duties, powers and  
10 responsibilities:

11 (1) To Require Reports, Information and Records.

12 In consultation with the Water Rights Panel, the Administrative Body  
13 shall require the parties to furnish such reports, information and records as may be  
14 reasonably necessary to determine compliance or lack of compliance by any party  
15 with the provisions of this Judgment.

16 (2) Storage Projects.

17 The Administrative Body shall exercise such powers as may be  
18 specifically granted to it under this Judgment with regard to Stored Water.

19 (3) Annual Report.

20 The Administrative Body shall prepare, on or before the 15th day of the  
21 fourth month following the end of the preceding Administrative Year, an annual  
22 report for the consideration of the Water Rights Panel. The Chair of the Water  
23 Rights Panel shall submit to the Court either (1) the annual report prepared by the  
24 Administrative Body, following the adoption by the Water Rights Panel, or (2) an  
25 annual report separately prepared and adopted by the Water Rights Panel. The  
26 annual report prepared by the Administrative Body shall be limited to the  
27 following, unless otherwise required by the Court:

28 (a) Groundwater extractions

- 1 (b) Storage Accounts maintained by each party
- 2 (c) Status of the Regional Disadvantaged Community
- 3 Incentive Program, if approved by the Court
- 4 (d) Exchange Pool operation
- 5 (e) Use of Imported Water
- 6 (f) Violations of this Judgment and corrective action taken by
- 7 bodies of Watermaster having jurisdiction as provided in this
- 8 Judgment
- 9 (g) Change of ownership of Total Water Rights
- 10 (h) Watermaster administration costs
- 11 (i) Water spread or imported into the Basin
- 12 (j) Water Augmentation Projects
- 13 (k) Whether the Administrative Body has become aware of the
- 14 development of a Material Physical Harm, or imminent threat of the
- 15 development of a Material Physical Harm, as required pursuant to
- 16 Section IV(B) of this Judgment
- 17 (l) Other matters as agreed with the Water Rights Panel
- 18 (m) Recommendations, if any.

19 In consultation with the Water Rights Panel, the Administrative Body shall  
20 provide reasonable notice to all parties of all material actions or determinations by  
21 Watermaster or any constituent body thereof, and as otherwise provided by this  
22 Third Amended Judgment.

23 (4) Annual Budget and Appeal Procedure in Relation Thereto.

24 By April 1 of each Administrative Year, the Administrative Body shall  
25 prepare a proposed administrative budget for the subsequent year stating the  
26 anticipated expense for performing the administrative functions specified in this  
27 Judgment (the “Administrative Budget”). The Administrative Body shall mail a  
28 copy of the proposed Administrative Budget to each of the Parties at least 60 days

1 before the beginning of each Administrative Year. The Administrative Budget  
2 mailed to the Parties shall provide sufficient detail in the Administrative Budget  
3 to demonstrate a separation in accounting between the Administrative Budget and  
4 WRD's Replenishment Assessment and operating budget. For the first  
5 Administrative Year of operation under this Third Amended Judgment, if the  
6 Administrative Body is unable to meet the above time requirement, the  
7 Administrative Body shall mail said copies as soon as possible. The first year the  
8 Administrative Budget is prepared, the amount of that budget shall not exceed an  
9 amount equal to fifty percent (50%) of the 2012-2013 charge for Watermaster  
10 service for the Central Basin collected from Parties by the California Department  
11 of Water Resources. At all times, the Administrative Body shall maintain a  
12 separation in accounting between the Administrative Budget and WRD's  
13 Replenishment Assessment and operating budget. All increases in future budgets  
14 for the Administrative Body above the amount set forth above shall be subject to  
15 approval by the Water Rights Panel following a public meeting to be held prior to  
16 the beginning of the Administrative Year, provided that the approved budget shall  
17 not be less than the amount of the first-year budget for the Administrative Body,  
18 except upon further order of the Court. Any administrative function by WRD  
19 already paid for by the Replenishment Assessment shall not be added as an  
20 expense in the Administrative Budget. Similarly, any expense paid for by the  
21 Administrative Budget shall not be added to WRD's operating budget, or  
22 otherwise added to the calculation of the Replenishment Assessment. While WRD  
23 may approve the proposed Administrative Budget at the same meeting in which  
24 WRD adopts its annual Replenishment Assessment or annual budget, the  
25 Administrative Body's budget shall be separate and distinct from the  
26 Replenishment Assessment imposed pursuant to Water Code §60317 and WRD's  
27 operating budget.

28 If approval by the Water Rights Panel is required pursuant to the



1           foregoing, the Water Rights Panel shall act upon the proposed budget within 15  
2           calendar days after the public meeting. If the Water Rights Panel does not  
3           approve the budget prior to such deadline, the matter may be appealed to the  
4           Court within sixty (60) days. If any Party hereto has any objection to the  
5           Administrative Budget, it shall present the same in writing to Watermaster within  
6           15 days after the date of mailing of said tentative budget by the Administrative  
7           Body. The Parties shall make the payments otherwise required of them to the  
8           Administrative Body even though an appeal of such budget may be pending.  
9           Upon any revision by the Court, the Administrative Body shall either remit to the  
10          Parties their pro rata portions of any reduction in the budget, or shall credit their  
11          accounts with respect to their budget assessments for the next ensuing  
12          Administrative Year, as the Court shall direct.

13                 The amount of the Administrative Budget to be assessed to each party  
14          shall be determined as follows: If that portion of the final budget to be assessed to  
15          the Parties is equal to or less than \$20.00 per party then the cost shall be equally  
16          apportioned among the Parties. If that portion of the final budget to be assessed to  
17          Parties is greater than \$20.00 per party then each Party shall be assessed a  
18          minimum of \$20.00. The amount of revenue expected to be received through the  
19          foregoing minimum assessments shall be deducted from that portion of the final  
20          budget to be assessed to the Parties and the balance shall be assessed to the Parties  
21          having Allowed Pumping Allocation, such balance being divided among them  
22          proportionately in accordance with their respective Allowed Pumping Allocation.

23                 Payment of the assessment provided for herein, subject to adjustment by  
24          the Court as provided, shall be made by each such party prior to beginning of the  
25          Administrative Year to which the assessment relates, or within 40 days after the  
26          mailing of the tentative budget, whichever is later. If such payment by any Party  
27          is not made on or before said date, the Administrative Body shall add a penalty of  
28          5% thereof to such party's statement. Payment required of any Party hereunder

1 may be enforced by execution issued out of the Court, or as may be provided by  
2 order hereinafter made by the Court, or by other proceedings by the Watermaster  
3 or by any Party on the Watermaster's behalf.

4 Any money unexpended at the end of any Administrative Year shall be  
5 applied to the budget of the next succeeding Administrative Year. The  
6 Administrative Body shall maintain no reserves.

7 Notwithstanding the above, no part of the budget of the Administrative  
8 Body shall be assessed to WRD or to any Party who has not extracted water from  
9 Central Basin for a period of two successive Administrative Years prior to the  
10 Administrative Year in which the tentative budget should be mailed by the  
11 Administrative Body under the provisions of this subparagraph (4).

12 (5) Rules.

13 The Administrative Body may adopt, and amend from time to time, rules  
14 consistent with this Judgment as may be reasonably necessary to carry out duties  
15 under the provisions of this Judgment within its particular area of responsibility.  
16 The Body shall adopt its first set of rules and procedures within three (3) months  
17 following entry of this Third Amended Judgment. The rules shall be effective on  
18 such date after the mailing thereof to the Parties as is specified by the Body, but  
19 not sooner than thirty (30) days after such mailing.

20 B. The Central Basin Water Rights Panel.

21 The Central Basin Water Rights Panel of the Central Basin Watermaster ("Water Rights  
22 Panel") shall consist of seven (7) members, each of which is a Party. The term of each member  
23 of the Panel, with the exception of the seat held by the Small Water Producers Group, as  
24 provided herein, shall be limited to four years. The Court will make the initial appointments to  
25 the Central Basin Water Rights Panel upon motion by Parties consistent with the categories set  
26 forth below at or about the time of entry of this Third Amended Judgment, and shall establish a  
27 procedure for the staggered terms of such members. Thereafter, elections of members of the  
28 Panel shall be held as provided herein. One (1) such member of the Water Rights Panel shall be

1 elected by vote of the Small Water Producers Group conducted in accordance with its own  
2 procedures, provided such Group, as of the date of the election, consists of at least five (5)  
3 members who are Water Purveyors. One (1) such member of the Water Rights Panel shall be  
4 elected by vote of Parties with Allowed Pumping Allocation of less than 5,000 acre-feet who are  
5 not members of the Small Water Producers Group or, if the Small Water Producers Group does  
6 not then qualify following a continuous six-month period of non-qualification as provided  
7 herein, then two (2) such members shall be so selected. One (1) such member of the Water  
8 Rights Panel shall be elected by vote of Parties with Allowed Pumping Allocation of at least  
9 5,000 acre-feet but less than 10,000 acre-feet. Three (3) such members of the Water Rights  
10 Panel shall be elected by vote of Parties with Allowed Pumping Allocation of 10,000 acre-feet or  
11 greater. One (1) such member of the Water Rights Panel shall be elected by a vote of all holders  
12 of Allowed Pumping Allocations, with each such holder being entitled to one vote, such member  
13 to be elected by a plurality of the votes cast, following a nomination procedure to be established  
14 in the Water Rights Panel's rules. In the event of a tie, the seventh member shall be determined  
15 as may be provided in the Water Rights Panel's rules, or otherwise by the court. Except as  
16 otherwise provided in this Section, each such rights holder shall have the right to cast a total  
17 number of votes equal to the number of acre-feet of its Allowed Pumping Allocation (rounded to  
18 the next highest whole number). With the exception of voting for the seventh member, Parties  
19 shall be entitled to vote only for candidates within the category(ies) that represent that Party's  
20 Allowed Pumping Allocation. For example, parties who are members of the Small Water  
21 Producers Group are entitled to vote only for the Small Water Producer Group member and the  
22 seventh member of the Water Rights Panel, and so on. Parties are not permitted to split votes.  
23 The results of such election shall be reported to the Court for confirmation of each member's  
24 appointment to the Water Rights Panel of Watermaster. The elected members of the Water  
25 Rights Panel shall be those candidates receiving the highest vote total in their respective  
26 categories. The Water Rights Panel shall hold its first meeting within thirty (30) days of the date  
27 this Third Amended Judgment becomes final. The Water Rights Panel shall develop rules for its  
28 operation consistent with this Judgment. The Water Rights Panel shall take action, including the

1 election of its Chair, by majority vote of its members. Election of the Chair shall occur every  
2 two years, with no Party serving as Chair for consecutive terms. Members of the Water Rights  
3 Panel shall serve without compensation. All references to Annual Pumping Allocation, as used  
4 herein, are as determined by the last published Watermaster report.

5 (1) The Water Rights Panel shall have the following duties and  
6 responsibilities:

7 (a) Enforcement of Adjudicated Rights. As against the other  
8 bodies of Watermaster, the Water Rights Panel shall have exclusive  
9 authority to move the Court to take such action as may be necessary to  
10 enforce the terms of the Judgment with regard to the extraction of  
11 Allowed Pumping Allocation and the maintenance of adjudicated  
12 groundwater extraction rights as provided in this Judgment.

13 (b) Requirement of Measuring Devices. The Water Rights  
14 Panel shall require all parties owning or operating any facilities for the  
15 extraction of groundwater from Central Basin to install and maintain at  
16 all times in good working order at such party's own expense,  
17 appropriate measuring devices at such times and as often as may be  
18 reasonable under the circumstances and to calibrate or test such  
19 devices.

20 (c) Inspections by Watermaster. The Water Rights Panel may  
21 make inspections of groundwater production facilities, including  
22 aquifer storage and recovery facilities, and measuring devices at such  
23 times and as often as may be reasonable under the circumstances and  
24 to calibrate or test such devices.

25 (d) Reports. Annually, the Water Rights Panel, in cooperation  
26 with the Administrative Body, shall report to the Court, concerning  
27 any or all of the following:

28 (i) Groundwater extractions

- (ii) Exchange Pool operation
- (iii) Status of the Regional Disadvantaged Community Incentive Program, if approved by the Court
- (iv) Violations of this Judgment and corrective action taken or sought
- (v) Change of ownership of Total Water Rights
- (vi) Assessments made by the Water Rights Panel and any costs incurred
- (vii) Whether the Water Rights Panel has become aware of the development of a Material Physical Harm, or imminent threat of the development of a Material Physical Harm, as required pursuant to Section IV(B) of this Judgment
- (viii) Recommendations, if any.

As provided in Section II.A(3), the Water Rights Panel may adopt the annual report prepared by the Administrative Body, and submit the same to the Court, or the Water Rights Panel may prepare, adopt and submit to the Court a separate report. The Chair of the Water Rights Panel shall be responsible for reporting to the Court concerning adjudicated water rights issues in the Basin.

(2) Assessment. The Water Rights Panel shall assess holders of water rights within the Central Basin an annual amount not to exceed \$1.00 per acre-foot of Allowed Pumping Allocation, by majority vote of the members of the Water Rights Panel. The body may assess a higher amount, subject to being overruled by Majority Protest. The assessment is intended to cover any costs associated with reporting responsibilities, any Judgment enforcement action, and the review of storage projects as a component of the “Storage Panel” as provided below. It is anticipated that this body will rely on the Administrative Body’s staff for the functions related to the Administrative Body’s responsibilities, but the

1 Water Rights Panel may engage its own staff if required in its reasonable  
2 judgment. Assessments will constitute a lien on the water right assessed,  
3 enforceable as provided in this Judgment.

4 (3) Rules. The Water Rights Panel may adopt and amend from time to  
5 time, at an open meeting of that Panel, rules consistent with this Judgment as may  
6 be reasonably necessary to carry out duties under the provisions of this Judgment  
7 within its particular area of responsibility. The Panel shall adopt its first set of  
8 rules and procedures within three (3) months following entry of this Third  
9 Amended Judgment. The rules shall be effective on such date after the mailing  
10 thereof to the Parties as is specified by the Panel, but not sooner than thirty (30)  
11 days after such mailing.

12 C. The Storage Panel.

13 The Storage Panel of the Central Basin Watermaster (“Storage Panel”) shall be a  
14 bicameral body consisting of (i) the Water Rights Panel and (ii) the Board of Directors of  
15 WRD. Action by the Storage Panel shall require separate action by a majority of each of  
16 its constituent bodies. The Storage Panel shall have the duties and responsibilities  
17 specified with regard to the Provisions for the Storage and Extraction of Stored  
18 Groundwater as set forth in Part IV and the other provisions of this Judgment.

19 D. Use of Facilities and Data Collected by Other Governmental Agencies.

20 Where practicable, the three bodies constituting the Central Basin Watermaster  
21 should not duplicate the collection of data relative to conditions of the Central Basin  
22 which is then being collected by one or more governmental agencies, but where  
23 necessary each such body may collect supplemental data. Where it appears more  
24 economical to do so, the Watermaster and its constituent bodies are directed to use such  
25 facilities of other governmental agencies as are available to it under either no cost or cost  
26 agreements with respect to the receipt of reports, billings to parties, mailings to parties,  
27 and similar matters.

28 E. Appeal from Watermaster Decisions.

1 Appeals concerning the budget proposed by the Administrative Body shall be  
2 governed by Section II(A)(4) of this Judgment. Appeals concerning decisions by the  
3 Storage Panel shall be governed by Section IV(P) of this Judgment. With respect to all  
4 other objections by a Party to any action or decision by the Watermaster, such objections  
5 will be governed by this Section II(E). Any party interested therein who objects to any  
6 rule, determination, order or finding made by the Watermaster or any constituent body  
7 thereof, may object thereto in writing delivered to the Administrative Body within 30  
8 days after the date the Watermaster, or any constituent body thereof, mails written notice  
9 of the making of such rule, determination, order or finding. Within 30 days after such  
10 delivery the Watermaster, or the affected constituent body thereof, shall consider said  
11 objection and shall amend or affirm his rule, determination, order or finding and shall  
12 give notice thereof to all parties. Any such party may file with the Court within 60 days  
13 from the date of said notice any objection to such rule, determination, order or finding of  
14 the Watermaster, or any constituent body thereof, and bring the same on for hearing  
15 before the Court at such time as the Court may direct, after first having served said  
16 objection upon all other parties. The Court may affirm, modify, amend or overrule any  
17 such rule, determination, order or finding of the Watermaster or its affected constituent  
18 body. Any objection under this paragraph shall not stay the rule, determination, order or  
19 finding of the Watermaster. However, the Court, by *ex parte* order, may provide for a  
20 stay thereof on application of any interested party on or after the date that any such party  
21 delivers to the Watermaster any written objection.

22 F. Effect of Non-Compliance by Watermaster With Time Provisions.

23 Failure of the Watermaster to perform any duty, power or responsibility set forth  
24 in this Judgment within the time limitation herein set forth shall not deprive the  
25 Watermaster or its applicable constituent body of authority to subsequently discharge  
26 such duty, power or responsibility, except to the extent that any such failure by the  
27 Watermaster may have rendered some otherwise required act by a party impossible.

28 G. Limitations on Administrative Body.

1 WRD shall not acquire Central Basin water rights, nor lease Central Basin water  
2 or water rights to or from any Party or third party. However, the foregoing shall (i) not be  
3 interpreted to restrict WRD's ability or authority to acquire water from any source for  
4 purposes of Artificial or Natural Replenishment or for water quality activities, and (ii)  
5 not restrict WRD's authority under California Water Code Section 60000 et seq. to  
6 develop reclaimed, recycled or remediated water for groundwater replenishment  
7 activities.

8 H. Regional Disadvantaged Communities Incentive Program.

9 The Water Rights Panel, acting through the General Manager of WRD, shall  
10 develop a Regional Disadvantaged Communities Incentive Program, pursuant to which a  
11 portion of the Community Storage Pool is reserved for the benefit of Disadvantaged  
12 Communities within the Central Basin. Nothing in this Judgment, nor the establishment  
13 of such a program, shall diminish the rights otherwise granted to Parties under this  
14 Judgment, including but not limited to the right to place water in storage in the  
15 Community Storage Pool. The Water Rights Panel shall meet within thirty (30) days of  
16 its formation to identify and consider potential third-party independent consultants who  
17 may be retained to design the program, including those recommended by the General  
18 Manager of WRD. The Water Rights Panel shall select a consultant within thirty (30)  
19 days thereafter. In the event the General Manager of WRD objects to the selected  
20 consultant, in writing, then the Water Rights Panel and the General Manager of WRD  
21 shall exchange a list of no more than two (2) consultants each for further consideration.  
22 If the Water Rights Panel and the General Manager of WRD are unable to agree to a  
23 consultant within an additional thirty (30) days, then the Chair of the Water Rights Panel  
24 shall file a request with the Court for an order appointing a consultant. Upon selection of  
25 a third-party independent consultant, whether through the Water Rights Panel process or  
26 the court process identified herein, the consultant shall design a detailed program and  
27 deliver it to the Water Rights Panel within ninety (90) days of the consultant's retention.  
28 All costs associated with design of the program shall be paid for out of the Water Rights



1 Panel's assessment, as provided in Section II.B(2). The Water Rights Panel shall present  
2 the program to the Court for its review and approval within one year of entry of this  
3 Third Amended Judgment. If approved by the Court, the Water Rights Panel, acting  
4 through the General Manager of WRD, shall be responsible for administration of the  
5 Regional Disadvantaged Communities Incentive Program, including insuring that any  
6 funds generated through the program benefit Disadvantaged Communities. Any Storage  
7 Project established pursuant to this Program shall have priority to use up to 23,000 acre-  
8 feet of Available Storage within the Community Storage Pool, as further provided in  
9 Section IV.E(2). Watermaster shall report to the Court concerning such program as a  
10 part of its annual report.

11  
12 III. PROVISIONS FOR PHYSICAL SOLUTION TO MEET THE WATER  
13 REQUIREMENTS IN CENTRAL BASIN.

14 In order to provide flexibility to the injunction set forth in Part I of the Judgment, and to  
15 assist in a physical solution to meet water requirements in Central Basin, the injunction so set  
16 forth is subject to the following provisions.

17 A. Carryover of Portion of Allowed Pumping Allocation.

18 (1) Amount of Carryover.

19 Each party adjudged to have a Total Water Right or water rights and who,  
20 during a particular Administrative Year, does not extract from Central Basin a  
21 total quantity equal to such party's Allowed Pumping Allocation for the particular  
22 Administrative Year, less any allocated subscriptions by such party to the  
23 Exchange Pool, or plus any allocated requests by such party for purchase of  
24 Exchange Pool water, is permitted to carry over (the "One Year Carryover") from  
25 such Administrative Year the right to extract from Central Basin in the next  
26 succeeding Administrative Year so much of said total quantity as it did not extract  
27 in the particular Administrative Year, not to exceed (i) the Applicable Percentage  
28 of such party's Allowed Pumping Allocation for the particular Administrative

1 Year, or 20 acre-feet, whichever of said percentage or 20 acre-feet is the larger,  
2 less (ii) the total quantity of water then held in that party's combined Individual  
3 and Community Storage accounts, as hereinafter defined, but in no event less than  
4 20% of the party's Allowed Pumping Allocation for the particular Administrative  
5 Year. For purposes of this Section, the "Applicable Percentage" shall be as  
6 follows for the years indicated:

7

8 For the Administrative Year in which this	
9 Third Amended Judgment becomes final:	30%
10 For the next Administrative Year:	40%
11 For the next Administrative Year:	50%
12 For the next Administrative Year and years	
13 following:	60%

14 (2) Conversion of Carryover to Stored Water.

15 A party having Carryover may, from time to time, elect to convert all or  
16 part of such party's Carryover to Stored Water as authorized herein ("Carryover  
17 Conversion") upon payment of the Replenishment Assessment to WRD. Such  
18 Stored Water shall be assigned to that party's Individual Storage Allocation, if  
19 available, and otherwise to the Community Storage Pool.

20 (3) Declared Water Emergency.

21 The Board of Directors of WRD may, from time to time, declare a water  
22 emergency upon a determination that conditions within the Central Basin relating  
23 to natural and imported water supplies are such that, without implementation of  
24 the Declared Water Emergency provisions of this subsection, the water resources  
25 of the Central Basin risk degradation. In making such declaration, the Board of  
26 Directors shall consider any information and requests provided by water  
27 producers, purveyors and other affected entities and shall, for that purpose, hold a  
28 public hearing in advance of such declaration. A Declared Water Emergency

1 shall extend to the end of the Administrative Year during which such resolution is  
2 adopted, unless sooner ended by similar resolution.

3 (4) Drought Carryover.

4 Following the declaration of a Declared Water Emergency and until the  
5 Declared Water Emergency ends either by expiration or by resolution of the  
6 Board of Directors of WRD, each party adjudged to have a Total Water Right or  
7 water rights and who, during a particular Administrative Year, does not extract  
8 from Central Basin a total quantity equal to such party's Allowed Pumping  
9 Allocation for the particular Administrative Year, less any allocated subscriptions  
10 by such party to the Exchange Pool, or plus any allocated requests by such party  
11 for purchase of Exchange Pool water, is permitted to carry over (the "Drought  
12 Carryover") from such Administrative Year the right to extract from Central  
13 Basin so much of said total quantity as it did not extract during the period of the  
14 Declared Water Emergency, to the extent such quantity exceeds the One Year  
15 Carryover, not to exceed an additional 35% of such party's Allowed Pumping  
16 Allocation, or additional 35 acre feet, whichever of said 35% or 35 acre feet is the  
17 larger, less the amount of such party's Stored Water. Carryover amounts shall  
18 first be allocated to the One Year Carryover and any remaining carryover amount  
19 for that year shall be allocated to the Drought Carryover.

20 (5) Accumulated Drought Carryover.

21 No further amounts shall be added to the Drought Carryover following the  
22 end of the Declared Water Emergency, provided however that in the event  
23 another Declared Water Emergency is declared, additional Drought Carryover  
24 may be added, to the extent such additional Drought Carryover would not cause  
25 the total Drought Carryover to exceed the limits set forth above. The Drought  
26 Carryover shall be supplemental to and shall not affect any previous drought  
27 carryover acquired by a party pursuant to previous order of the court.

28 B. When Over-Extractions May be Permitted.

1                   (1)     Underestimation of Requirements for Water.

2                   Any party hereto without Stored Water, having an Allowed Pumping  
3 Allocation, and not in violation of any provision of this Judgment may extract in  
4 an Administrative Year an additional quantity of water not to exceed: (a) 20% of  
5 such party's Allowed Pumping Allocation or 20 acre feet, whichever is greater,  
6 and (b) any amount in addition thereto which may be approved in advance by the  
7 Water Rights Panel of Watermaster.

8                   (2)     Reductions in Allowed Pumping Allocations in Succeeding Years  
9 to Compensate for Permissible Overextractions.

10                  Any such party's Allowed Pumping Allocation for the following  
11 Administrative Year shall be reduced by the amount over-extracted pursuant to  
12 paragraph 1 above, provided that if the Water Rights Panel determines that such  
13 reduction in the party's Allowed Pumping Allocation in one Administrative Year  
14 will impose upon such a party an unreasonable hardship, the said reduction in said  
15 party's Allowed Pumping Allocation shall be prorated over a period of five (5)  
16 Administrative Years succeeding that in which the excessive extractions by the  
17 party occurred. Application for such relief to the Water Rights Panel must be  
18 made not later than the 40th day after the end of the Administrative Year in which  
19 such excessive pumping occurred. The Water Rights Panel shall grant such relief  
20 if such over-extraction, or any portion thereof, occurred during a period of  
21 Declared Water Emergency.

22                  (3)     Reductions in Allowed Pumping Allocations for the Next  
23 Succeeding Administrative Year to Compensate for Overpumping.

24                  Whenever, pursuant to Section III(B)(1), a party over-extracts in excess of  
25 such party's Allowed Pumping Allocation plus that party's available One-Year  
26 Carryover and any Stored Water held by that party, and such excess has not been  
27 approved in advance by the Water Rights Panel, then such party's Allowed  
28 Pumping Allocation for the following Administrative Year shall be reduced by an

1 amount equivalent to its total over-extractions in the particular Administrative  
2 Year in which it occurred.

3 (4) Reports of Certain Over-extractions to the Court.

4 Whenever a party over-extracts in excess of 20% of such party's Allowed  
5 Pumping Allocation for the particular Administrative Year plus that party's  
6 available One-Year Carryover and any Stored Water held by that party, without  
7 having obtained prior approval of the Water Rights Panel, such shall constitute a  
8 violation of the Judgment and the Water Rights Panel shall make a written report  
9 to the Court for such action as the Court may deem necessary. Such party shall be  
10 subject to such injunctive and other processes and action as the Court might  
11 otherwise take with regard to any other violation of such Judgment.

12 (5) Effect of Over-extractions on Rights.

13 Any party who over-extracts from Central Basin in any Administrative  
14 Year shall not acquire any additional rights by reason of such over-extractions;  
15 nor shall any required reductions in extractions during any subsequent years  
16 reduce the Total Water Right or water rights of any party to the extent said over-  
17 extractions are in compliance with paragraph 1 above.

18 (6) Pumping Under Agreement With Plaintiff During Periods of  
19 Emergency.

20 Plaintiff WRD overlies Central Basin and engages in activities of  
21 replenishing the groundwaters thereof. Plaintiff by resolution has appropriated  
22 for use during emergencies the quantity of 17,000 acre feet of imported and  
23 reclaimed water replenished by it into Central Basin, and pursuant to such  
24 resolution Plaintiff reserves the right to use or cause the use of such quantity  
25 during such emergency periods for the benefit of Water Purveyors.

26 (a) Notwithstanding any other provision of this Judgment,  
27 parties who are Water Purveyors (including successors in interest) are  
28 authorized to enter into agreements with Plaintiff for extraction of a

1 portion of Plaintiff's 17,000 acre-feet of appropriated water, in excess  
2 of their respective Allowed Pumping Allocations for the particular  
3 Administrative Year when the following conditions are met:

4 (i) Plaintiff is in receipt of a resolution of the  
5 Board of Directors of the Metropolitan Water District of  
6 Southern California ("MWD") that there is an actual or  
7 immediately threatened temporary shortage of MWD's  
8 imported water supply compared to MWD's needs, or a  
9 temporary inability to deliver MWD's imported water  
10 supply throughout its area, which will be alleviated by  
11 overpumping from Central Basin.

12 (ii) The Board of Directors of both Plaintiff and  
13 Central Basin Municipal Water District by resolutions  
14 concur in the resolution of MWD's Board of Directors, and  
15 the Board of Directors of Plaintiff finds in its resolution  
16 that the average minimum elevation of water surface  
17 among those wells in the Montebello Forebay of the  
18 Central Basin designated as Los Angeles County Flood  
19 Control District Wells Nos. 1601T, 1564P, 1615P, and  
20 1626L, is at least 43.7 feet above sea level. This  
21 computation shall be based upon the most recent "static  
22 readings" taken, which shall have been taken not more than  
23 four weeks prior. Should any of the wells designated above  
24 become destroyed or otherwise be in a condition so that  
25 readings cannot be made, or should the owner prevent their  
26 use for such readings, the Board of Directors of the  
27 Plaintiff may, upon appropriate engineering  
28 recommendation, substitute such other well or wells as it

1 may deem appropriate.

2 (iii) In said resolution, Plaintiff's Board of  
3 Directors sets a public hearing, and notice of the time, place  
4 and date thereof (which may be continued from time to  
5 time without further notice) is given by First Class Mail to  
6 the current designees of the Parties, filed and served in  
7 accordance with Section VI(C) of this Judgment. Said  
8 notice shall be mailed at least five (5) days before the  
9 scheduled hearing date.

10 (iv) At said public hearing, parties (including  
11 successors in interest) are given full opportunity to be  
12 heard, and at the conclusion thereof the Board of Directors  
13 of Plaintiff by resolution decides to proceed with  
14 agreements under this Section III(B)(6).

15 (b) All such agreements shall be subject to the following  
16 requirements, and such others as Plaintiff's Board of Directors shall  
17 require:

18 (i) They shall be of uniform content except as  
19 to quantity involved, and any special provisions considered  
20 necessary or desirable with respect to local hydrological  
21 conditions or good hydrologic practice.

22 (ii) They shall be offered to all Water  
23 Purveyors, excepting those which Plaintiff's Board of  
24 Directors determines should not overpump because such  
25 overpumping would occur in undesirable proximity to a sea  
26 water barrier project designed to forestall sea water  
27 intrusion, or within or in undesirable proximity to an area  
28 within Central Basin wherein groundwater levels are at an

1 elevation where overpumping is under all the  
2 circumstances then undesirable.

3 (iii) The maximum terms for the agreements  
4 shall be four (4) months, which agreements shall  
5 commence on the same date and end on the same date (and  
6 which may be executed at any time within the four-month  
7 period), unless an extension thereof is authorized by the  
8 Court, under Part V of this Judgment.

9 (iv) They shall contain provisions requiring that  
10 the Water Purveyor executing the agreement pay to the  
11 Plaintiff a price in addition to the applicable replenishment  
12 assessment determined on the following formula. The  
13 normal price per acre-foot of Central Basin Municipal  
14 Water District's (CBMWD) treated domestic and municipal  
15 water, as "normal" price of such category of water is  
16 defined in Section III(C)(10) (price to be paid for Exchange  
17 Pool Water) as of the beginning of the contract term less  
18 the deductions set forth in said paragraph 10 for the  
19 Administrative Year in which the contract term  
20 commences. The agreement shall provide for adjustments  
21 in the first of said components for any proportional period  
22 of the contract term during which the CBMWD said normal  
23 price is changed, and if the agreement straddles two  
24 administrative years, the said deductions shall be adjusted  
25 for any proportionate period of the contract term in which  
26 the amount thereof or of either subcomponent changes for  
27 purposes of said paragraph 10. Any price for a partial acre-  
28 foot shall be computed pro rata. Payments shall be due and



1 payable on the principle that over extractions under the  
2 agreement are of the last water pumped in the  
3 Administrative Year, and shall be payable as the agreement  
4 shall provide.

5 (v) They shall contain provisions that: (1) All  
6 of such agreements (but not less than all) shall be subject to  
7 termination by Plaintiff if, in the Judgment of Plaintiff's  
8 Board of Directors, the conditions or threatened conditions  
9 upon which they were based have abated to the extent over  
10 extractions are no longer considered necessary; and (2) that  
11 any individual agreement or agreements may be terminated  
12 if the Plaintiff's Board of Directors finds that adverse  
13 hydrologic circumstances have developed as a result of  
14 over extractions by any Water Purveyor(s) which have  
15 executed said agreements, or for any other reason that  
16 Plaintiff's Board of Directors finds good and sufficient.

17 (c) Other matters applicable to such agreements and  
18 overpumping thereunder are as follows, without need for express  
19 provisions in the agreements;

20 (i) The quantity of overpumping permitted shall  
21 be additional to that which the Water Purveyor could  
22 otherwise overpump under this Judgment.

23 (ii) The total quantity of permitted overpumping  
24 under all said agreements during said four months shall not  
25 exceed seventeen thousand (17,000) acre feet, but the  
26 individual Water Purveyor shall not be responsible or  
27 affected by any violation of this requirement. That total is  
28 additional to over extractions otherwise permitted under

1 this Judgment.

2 (iii) Only one four month period may be utilized  
3 by Plaintiff in entering into such agreements, as to any one  
4 emergency or continuation thereof declared by MWD's  
5 Board of Directors under Section III(B)(6)(a).

6 (iv) If any party claims it is being damaged or  
7 threatened with damage by the over extractions by any  
8 party to such an agreement, the first party or the Water  
9 Rights Panel may seek appropriate action of the Court for  
10 termination of any such agreement upon notice of hearing  
11 to the party complaining, to the party to said agreement, to  
12 the plaintiff, and to any parties who have filed a request for  
13 special notice. Any termination shall not affect the  
14 obligation of the party to make payments under the  
15 agreement for over extractions which did occur thereunder.

16 (v) Plaintiff shall maintain separate accounting  
17 of the proceeds from payments made pursuant to  
18 agreements entered into under this Part. Said fund shall be  
19 utilized solely for purposes of replenishment in  
20 replacement of waters in Central Basin and West Basin.  
21 Plaintiff shall as soon as practicable cause replenishment in  
22 Central Basin by the amounts to be overproduced pursuant  
23 to this Paragraph 6, whether through spreading, injection,  
24 or in lieu agreements.

25 (vi) Over extractions pursuant to the agreements  
26 shall not be subject to the "make up" provisions of the  
27 Judgment as amended, provided that if any party fails to  
28 make payments as required by the agreement, Plaintiff may

1 require such “make up” under Section III(B)(3) of this  
2 Judgment.

3 (vii) A Water Purveyor under any such  
4 agreement may, and is encouraged to enter into appropriate  
5 arrangements with customers who have water rights in  
6 Central Basin under or pursuant to this Judgment whereby  
7 the Water Purveyor will be assisted in meeting the  
8 objectives of the agreement.

9 (7) Exemption for Extractors of Contaminated Groundwater.

10 Any party herein may petition WRD for a Non-consumptive Water Use  
11 Permit as part of a project to remedy or ameliorate groundwater contamination. If  
12 the petition is granted as set forth in this paragraph, the petitioner may extract the  
13 groundwater as permitted hereinafter, without the production counting against the  
14 petitioner’s production rights.

15 (a) If the Board of WRD determines by Resolution that there is  
16 a problem of groundwater contamination that a proposed program will  
17 remedy or ameliorate, an operator may make extractions of  
18 groundwater to remedy or ameliorate that problem without the  
19 production counting against the petitioner’s production rights if the  
20 water is not applied to beneficial surface use, its extractions are made  
21 in compliance with all the terms and conditions of the Board  
22 Resolution, and the Board has determined in the Resolution either of  
23 the following:

24 (i) The groundwater to be extracted is unusable and  
25 cannot be economically treated or blended for use with  
26 other water.

27 (ii) The proposed program involves extraction of usable  
28 water in the same quantity as will be returned to the

1 underground without degradation of quality.

2 (b) The Resolution may provide those terms and conditions the  
3 Board deems appropriate, including, but not limited to, restrictions on  
4 the quantity of the extractions to be so exempted, limitations on time,  
5 periodic reviews, requirement of submission of test results from a  
6 Board-approved laboratory, and any other relevant terms or conditions.

7 (c) Upon written notice to the operator involved, the Board  
8 may rescind or modify its Resolution. The rescission or modification  
9 of the Resolution shall apply to groundwater extractions occurring  
10 more than ten (10) days after the rescission or modification. Notice of  
11 rescission or modification shall be either mailed first class mail,  
12 postage prepaid, at least two weeks prior to the meeting of the Board at  
13 which the rescission or modification will be made to the address of  
14 record of the operator or personally delivered two weeks prior to the  
15 meeting.

16 (d) The Board's decision to grant, deny, modify or revoke a  
17 permit or to interrupt or stop a permitted project may be appealed to  
18 this court within thirty days of the notice thereof to the applicant and  
19 upon thirty days' notice to the designees of all parties herein.

20 (e) WRD shall monitor and periodically inspect the project for  
21 compliance with the terms and conditions for any permit issued  
22 pursuant to these provisions.

23 (f) No party shall recover costs from any other party herein in  
24 connection with determinations made with respect to this Part.

25 (8) "Call" on Carryover Converted to Stored Water.

26 Where any Party has elected, as permitted by Section III(A)(2), to convert  
27 Carryover to Stored Water, any other Party which has not, within the previous ten  
28 (10) years, been granted approval to extract Carryover Conversion under this

1 Section III(B)(8) more than five (5) times, may apply to the Storage Panel for the  
2 right to extract all or a portion of that Carryover Conversion in the year such  
3 Conversion occurs. The Storage Panel shall grant such request, providing there is  
4 no Material Physical Harm, if it determines that leased groundwater to meet the  
5 applicant's needs within the Basin cannot be obtained for less than forty-five  
6 percent (45%) of MWD's Imported Water rate for delivery of untreated water to  
7 the Central Basin spreading facilities (which rate is presently MWD's "Full  
8 Service Untreated Volumetric Cost, Tier 1"), and that the applicant will fully  
9 extract its Allowed Pumping Allocation, Carryover, and Stored Water, if any, in  
10 addition to its permitted overextraction under Section III(B)(1), prior to accessing  
11 such Carryover Conversion.

12 Upon such approval, the applicant may thereafter extract such water as  
13 provided herein. A Party so extracting groundwater shall fully restore such  
14 extracted water (either through under-extraction of its rights or through importing  
15 water) during the five-year period following the Year in which the extraction  
16 under this Section occurs. Otherwise, the extracting Party shall pay to the  
17 Watermaster an amount equal to 100% of MWD's Imported Water rate for  
18 purchase and delivery of untreated water to the Central Basin spreading facilities  
19 (which rate is presently MWD's "Full Service Untreated Volumetric Cost, Tier  
20 1") whether or not such water is available that year, for the year during which is  
21 the fifth anniversary of the year during which such Carryover Conversion  
22 extraction occurs, multiplied by the amount of Carryover Conversion so extracted  
23 and not restored during such five-year period. Payment shall be made within  
24 thirty (30) days of demand by Watermaster. No Replenishment Assessment shall  
25 be due on Carryover Conversion so extracted. However, the Party must deposit  
26 with the Watermaster an amount equal to the Replenishment Assessment that  
27 would otherwise be imposed by WRD upon such extraction. If the party restores  
28 the water within the 5-year repayment period, then the Watermaster shall

1 promptly return the deposit to the Party, without interest. If the Party does not  
2 restore the water within the 5-year repayment period, the deposit shall be credited  
3 towards the Party's obligation to pay 100% of MWD's Imported Water rate as  
4 required herein.

5 Should there be multiple requests to so extract Carryover Conversion in  
6 the same year, the Storage Panel shall allocate such extraction right such that each  
7 requesting party may extract a pro rata portion of the available Carryover  
8 Conversion for that year. No party may extract in excess of 2,500 acre feet of  
9 groundwater pursuant to this Section III(B)(8) in a single Year. Amounts paid to  
10 Watermaster hereunder shall be used by WRD solely for purchase of water for  
11 replenishment in the Basin. Watermaster, through the Storage Panel, shall give  
12 reasonable notice to the Parties of any application to so extract Carryover  
13 Conversion in such manner as the Storage Panel shall determine, including,  
14 without limitation, notice by electronic mail or by website posting, at least ten  
15 (10) days prior to consideration of any such application.

16 C. Exchange Pool Provisions.

17 (1) Definitions.

18 For purposes of these Exchange Pool provisions, the following words and  
19 terms have the following meanings:

20 (a) "Exchange Pool" is the arrangement hereinafter set forth  
21 whereby certain of the parties, ("Exchangees") may, notwithstanding  
22 the other provisions of the Judgment, extract additional water from  
23 Central Basin to meet their needs, and certain other of the parties  
24 ("Exchangors"), reduce their extractions below their Allowed Pumping  
25 Allocations in order to permit such additional extractions by others.

26 (b) "Exchangor" is one who offers, voluntarily or otherwise,  
27 pursuant to subsequent provisions, to reduce its extractions below its  
28 Allowed Pumping Allocation in order to permit such additional

1 extractions by others.

2 (c) "Exchangee" is one who requests permission to extract  
3 additional water from Central Basin.

4 (d) "Undue hardship" means unusual and severe economic or  
5 operational hardship, other than that arising (i) by reason of any  
6 differential in quality that might exist between water extracted from  
7 Central Basin and water available for importation or (ii) by reason of  
8 any difference in cost to a party in subscribing to the Exchange Pool  
9 and reducing its extractions of water from Central Basin in an  
10 equivalent amount as opposed to extracting any such quantity itself.

11 (2) Parties Who May Purchase Water Through the Exchange Pool.

12 Any party not having existing facilities for the taking of imported water as  
13 of the beginning of any Administrative Year, and any party having such facilities  
14 as of the beginning of any Administrative Year who is unable, without undue  
15 hardship, to obtain, take, and put to beneficial use, through its distribution system  
16 or systems existing as of the beginning of the particular Administrative Year,  
17 imported water in a quantity which, when added to its Allowed Pumping  
18 Allocation for that particular Administrative Year, will meet its estimated needs  
19 for that particular Administrative Year, may purchase water from the Exchange  
20 Pool, subject to the limitations contained in this Section III(C) (Subpart "C"  
21 hereinafter).

22 (3) Procedure for Purchasing Exchange Pool Water.

23 Not later than the 40th day following the commencement of each  
24 Administrative Year, each such party desiring to purchase water from the  
25 Exchange Pool shall file with the Watermaster a request to so purchase, setting  
26 forth the amount of water in acre feet that such party estimates that it will require  
27 during the then current Administrative Year in excess of the total of:

28 (a) Its Allowed Pumping Allocation for that particular

1 Administrative Year; and

2 (b) The imported water, if any, which it estimates it will be  
3 able, without undue hardship, to obtain, take and put to beneficial use,  
4 through its distribution system or systems existing as of the beginning  
5 of that particular Administrative Year.

6 Any party who as of the beginning of any Administrative Year has  
7 existing facilities for the taking of imported water and who makes a request to  
8 purchase from the Exchange Pool must provide with such request substantiating  
9 data and other proof which, together with any further data and other proof  
10 requested by the Water Rights Panel, establishes that such party is unable without  
11 undue hardship, to obtain, take and put to beneficial use through its said  
12 distribution system or systems a sufficient quantity of imported water which,  
13 when added to its said Allowed Pumping Allocation for the particular  
14 Administrative Year, will meet its estimated needs. As to any such party, the  
15 Water Rights Panel shall make a determination whether the party has so  
16 established such inability, which determination shall be subject to review by the  
17 court under the procedure set forth in Part II of this Judgment. Any party making  
18 a request to purchase from the Exchange Pool shall either furnish such  
19 substantiating data and other proof, or a statement that such party had no existing  
20 facilities for the taking of imported water as of the beginning of that  
21 Administrative Year, and in either event a statement of the basis for the quantity  
22 requested to be purchased.

23 (4) Subscriptions to Exchange Pool.

24 (a) Required Subscription. Each party having existing  
25 facilities for the taking of imported water as of the beginning of any  
26 Administrative Year hereby subscribed to the Exchange Pool for  
27 purposes of meeting Category (a) requests thereon, as more  
28 particularly defined in paragraph 5 of this Subpart C, twenty percent



1 (20%) of its Allowed Pumping Allocation, or the quantity of imported  
2 water which it is able, without undue hardship, to obtain, take and put  
3 to beneficial use through its distribution system or systems existing as  
4 of the beginning of the particular Administrative Year in addition to  
5 such party's own estimated needs for imported water during that  
6 Administrative Year, whichever is the lesser. A party's subscription  
7 under this subparagraph (a) and subparagraph (b) of this paragraph 4 is  
8 sometimes hereinafter referred to as a "required subscription."

9 (b) Report to Watermaster Water Rights Panel by Parties with  
10 Connections and Unable to Subscribe 20%. Any party having existing  
11 facilities for the taking of imported water and estimating that it will be  
12 unable, without undue hardship, in that Administrative Year to obtain,  
13 take and put to beneficial use through its distribution system or  
14 systems existing as of the beginning of that Administrative Year,  
15 sufficient imported water to further reduce its extractions from the  
16 Central Basin by twenty percent (20%) of its Allowed Pumping  
17 Allocation for purposes of providing water to the Exchange Pool must  
18 furnish not later than the 40th day following the commencement of  
19 such Administrative Year substantiating data and other proof which,  
20 together with any further data and other proof requested by the Water  
21 Rights Panel, establishes said inability or such party shall be deemed  
22 to have subscribed twenty percent (20%) of its Allowed Pumping  
23 Allocation for the purpose of providing water to the Exchange Pool.  
24 As to any such party so contending such inability, the Water Rights  
25 Panel shall make a determination whether the party has so established  
26 such inability, which determination shall be subject to review by the  
27 Court under the procedure set forth in Part II of this Judgment.

28 (c) Voluntary Subscriptions. Any party, whether or not having

1 facilities for the taking of imported water, who desires to subscribe to  
2 the Exchange Pool a quantity or further quantity of its Allowed  
3 Pumping Allocation, may so notify the Water Rights Panel in writing  
4 of the quantity of such offer on or prior to the 40th day following the  
5 commencement of the particular Administrative Year. Such  
6 subscriptions are referred to hereinafter as “voluntary subscriptions.”  
7 Any Exchangor who desires that any part of its otherwise required  
8 subscription not needed to fill Category (a) requests shall be available  
9 for Category (b) requests may so notify the Water Rights Panel in  
10 writing on or prior to said 40th day. If all of that Exchangor’s  
11 otherwise required subscription is not needed in order to fill Category  
12 (a) requests, the remainder of such required subscription not so used,  
13 or such part thereof as such Exchangor may designate, shall be deemed  
14 to be a voluntary subscription.

15 (5) Limitations on Purchases of Exchange Pool Water and Allocation  
16 of Requests to Purchase Exchange Pool Water Among Exchangors.

17 (a) Categories of Requests. Two categories of Exchange Pool  
18 requests are established as follows:

19 (i) Category (a) requests. The quantity requested by  
20 each Exchangee, whether or not that Exchangee has an  
21 Allowed Pumping Allocation, which quantity is not in  
22 excess of 150% of its Allowed Pumping Allocation, if any,  
23 or 100 acre feet, whichever is greater. Requests or portions  
24 thereof within the above criteria are sometimes hereinafter  
25 referred to as “Category (a) requests.”

26 (ii) Category (b) requests. The quantity requested by  
27 each Exchangee having an Allowed Pumping Allocation to  
28 the extent the request is in excess of 150% of that Allowed

1 Pumping Allocation or 100 acre feet, whichever is greater,  
2 and the quantity requested by each Exchangee having no  
3 Allowed Pumping Allocation to the extent the request is in  
4 excess of 100 acre feet. Portions of requests within the  
5 above criteria are sometimes hereinafter referred to as  
6 “Category (b) requests.”

7 (b) Filling of Category (a) Requests. All Exchange Pool  
8 subscriptions, required and voluntary, shall be available to fill  
9 Category (a) requests. Category (a) requests shall be filled first from  
10 voluntary subscriptions, and if voluntary subscriptions should be  
11 insufficient to fill all Category (a) requests required subscriptions shall  
12 be then utilized to fill Category (a) requests. All Category (a) requests  
13 shall be first filled before any Category (b) requests are filled.

14 (c) Filling of Category (b) Requests. To the extent that  
15 voluntary subscriptions have not been utilized in filling Category (a)  
16 requests, Category (b) requests shall be filled only out of any  
17 remaining voluntary subscriptions. Required subscriptions will then  
18 be utilized for the filling of any remaining Category (b) requests.

19 (d) Allocation of Requests to Subscriptions When Available  
20 Subscriptions Exceed Requests. In the event the quantity of  
21 subscriptions available for any category of requests exceeds those  
22 requests in that category, or exceeds the remainder of those requests in  
23 that category, such requests shall be filled out of such subscriptions  
24 proportionately in relation to the quantity of each subscription.

25 (e) Allocation of Subscriptions to Category (b) Requests in the  
26 Event of Shortage of Subscriptions. In the event available  
27 subscriptions are insufficient to meet Category (b) requests, available  
28 subscriptions shall be allocated to each request in the proportion that

1                   the particular request bears to the total requests of the particular  
2                   category.

3                   (6)     Additional Voluntary Subscriptions.

4                   If subscriptions available to meet the requests of Exchangees are  
5                   insufficient to meet all requests, additional voluntary subscriptions may be  
6                   solicited and received from parties by the Water Rights Panel. Such additional  
7                   subscriptions shall be allocated first to Category (a) requests to the extent unfilled,  
8                   and next to Category (b) requests to the extent unfilled. All allocations are to be  
9                   otherwise in the same manner as earlier provided in paragraph 5 (a) through 5 (e)  
10                  inclusive.

11                  (7)     Effect if Category (a) Requests Exceed Available Subscriptions,  
12                  Both Required and Voluntary.

13                  In the event that the quantity of subscriptions available to fill Category (a)  
14                  requests is less than the total quantity of such requests, the Exchangees may,  
15                  nonetheless, extract the full amount of their Category (a) requests otherwise  
16                  approved by the Water Rights Panel as if sufficient subscriptions were available.  
17                  The amounts received by the Water Rights Panel on account of that portion of the  
18                  approved requests in excess of the total quantities available from Exchangors  
19                  shall be paid by the Water Rights Panel to WRD in trust for the purpose of  
20                  purchasing imported water and spreading the same in Central Basin for  
21                  replenishment thereof. Thereafter WRD may, at any time, withdraw said funds or  
22                  any part thereof so credited in trust for the aforesaid purpose, or may by the 40th  
23                  day of any Administrative Year utilize all or any portion of said funds for the  
24                  purchase of water available from subscriptions by Exchangors in the event the  
25                  total quantity of such subscriptions exceeds the total quantity of approved  
26                  requests by parties to purchase Exchange Pool water. To the extent that there is  
27                  such an excess of available subscriptions over requests and to the extent that the  
28                  existing credit in favor of WRD is sufficient to purchase such excess quantity at

1 the price established for Exchange Pool purchases during that Administrative  
2 Year, the money shall be paid to the Exchangors in the same manner as if another  
3 party had made such purchase as an Exchangee. WRD shall not extract any such  
4 Exchange Pool water so purchased.

5 (8) Additional Pumping by Exchangees Pursuant to Exchange Pool  
6 Provisions.

7 An Exchangee may extract from Central Basin in addition to its Allowed  
8 Pumping Allocation for a particular Administrative Year that quantity of water  
9 which it has requested to purchase from the Exchange Pool during that  
10 Administrative Year and which has been allocated to it pursuant to the provisions  
11 of paragraphs 5, 6 and 7. The first pumping by an Exchangee in any  
12 Administrative Year shall be deemed to be pumping of the party's allocation of  
13 Exchange Pool water.

14 (9) Reduction in Pumping by Exchangors.

15 Each Exchangor shall in each Administrative Year reduce its extractions  
16 of water from Central Basin below its Allowed Pumping Allocation for the  
17 particular year in a quantity equal to the quantity of Exchange Pool requests  
18 allocated to it pursuant to the provisions of paragraphs 4, 5, 6 and 7 of this  
19 Subpart C.

20 (10) Price to be Paid for Exchange Pool Water.

21 The price to be paid by Exchangees and to be paid to Exchangors per acre  
22 foot for required and voluntary subscriptions of Exchangors utilized to fill  
23 requests on the Exchange Pool by Exchangees shall be the dollar amount  
24 computed as follows by the Water Rights Panel for each Administrative Year.  
25 The "normal" price as of the beginning of the Administrative Year charged by  
26 Central Basin Municipal Water District (CBMWD) for treated MWD  
27 (Metropolitan Water District of Southern California) water used for domestic and  
28 municipal purposes shall be determined, and if on that date there are any changes

1 scheduled during that Administrative Year in CBMWD’s “normal” price for such  
2 category of water, the weighted daily “normal” CBMWD price shall be  
3 determined and used in lieu of the beginning such price; and there shall be  
4 deducted from such beginning or weighted price, as the case may be, the  
5 “incremental cost of pumping water in Central Basin” at the beginning of the  
6 Administrative Year and any then current rate or rates, of assessments levied on  
7 the pumping of groundwater in Central Basin by Plaintiff District and any other  
8 governmental agency. The “normal” price charged by CBMWD shall be the  
9 highest price of CBMWD for normal service excluding any surcharge or higher  
10 rate for emergency deliveries or otherwise failing to comply with CBMWD rates  
11 and regulations relating to earlier deliveries. The “incremental cost of pumping  
12 water in Central Basin” as of the beginning of the Administrative Year shall be  
13 deemed to be the Southern California Edison Company Schedule No. PA-1 rate  
14 per kilowatt-hour, including all adjustments and all uniform authorized additions  
15 to the basic rate, multiplied by 560 kilowatt-hours per acre-foot, rounded to the  
16 nearest dollar (which number of kilowatt-hours has been determined to represent  
17 the average energy consumption to pump an acre-foot of water in Central Basin).  
18 In applying said PA-1 rate the charge per kilowatt-hour under the schedule shall  
19 be employed and if there are any rate blocks then the last rate block shall be  
20 employed. Should a change occur in Edison schedule designations, the Water  
21 Rights Panel shall employ that applicable to motors used for pumping water by  
22 municipal utilities.

23 (11) Carry-over of Exchange Pool Purchases by Exchangees.

24 An Exchangee who does not extract from Central Basin in a particular  
25 Administrative Year a quantity of water equal to the total of (a) its Allowed  
26 Pumping Allocation for that particular Administrative Year, reduced by any  
27 authorized amount of carryover into the next succeeding Administrative Year  
28 pursuant to the provisions of Section III(A) of this Judgment, and (b) the quantity

1 that it purchased from the Exchange Pool for that particular Administrative Year,  
2 may carry over into the next succeeding Administrative Year the right to extract  
3 from Central Basin a quantity equal to the difference between said total and the  
4 quantity actually extracted in that Administrative Year, but not exceeding the  
5 quantity purchased from the Exchange Pool for that Administrative Year. Any  
6 such carryover shall be in addition to that provided in said Section III(A).

7 If the "Basinwide Average Exchange Pool Price" in the next succeeding  
8 Administrative Year exceeds the "Exchange Pool Price" in the previous  
9 Administrative Year any such Exchangee exercising such carryover rights  
10 hereinabove provided shall pay to the Watermaster, forthwith upon the  
11 determination of the "Exchange Pool Price" in said succeeding Administrative  
12 Year, and as a condition to such carryover rights, an additional amount  
13 determined by multiplying the number of acre feet of carryover by the difference  
14 in "Exchange Pool Price" as between the two Administrative Years. Such  
15 additional payment shall be miscellaneous income to the Watermaster which shall  
16 be applied by it against that share of the Watermaster's Administrative Body's  
17 budget to be paid by the parties to this Agreement for the second Administrative  
18 Year succeeding that in which the Exchange Pool water was so purchased. For  
19 purposes of this paragraph, the term Basinwide Average Exchange Pool Price  
20 means the average price per acre foot paid for Exchange Pool water produced  
21 within the Central Basin during the year for which such determination is to be  
22 made, taking into account all Exchange Pool transactions consummated during  
23 that year.

24 (12) Notification by Watermaster to Exchangors and Exchangees of  
25 Exchange Pool Requests and Allocations Thereof and Price of Exchange Pool  
26 Water.

27 Not later than the 65th day after the commencement of each  
28 Administrative Year, the Administrative Body of Watermaster shall determine

1 and notify all Exchangors and Exchangees of the total of the allocated requests for  
2 Exchange Pool water and shall provide a schedule divided into categories of  
3 requests showing the quantity allocated to each Exchangee and a schedule of the  
4 allocation of the total Exchange Pool requirements among the Exchangors. Such  
5 notification shall also advise Exchangors and Exchangees of the prices to be paid  
6 to Exchangors for subscriptions utilized and the Exchange Pool Price for that  
7 Administrative Year as determined by the Water Rights Panel. The  
8 determinations of the Watermaster in this regard shall be subject to review by the  
9 Court in accordance with the procedure set forth in Part II of this Judgment.

10 (13) Payment by Exchangees.

11 Each Exchangee shall, on or prior to last day of the third month of each  
12 Administrative Year, pay to the Watermaster one-quarter of said price per acre-  
13 foot multiplied by the number of acre feet of such party's approved request and  
14 shall, on or before the last day of each of the next succeeding three months, pay a  
15 like sum to the Watermaster. Such amounts must be paid by each Exchangee  
16 regardless of whether or not it in fact extracts or uses any of the water it has  
17 requested to purchase from the Exchange Pool.

18 (14) Payments to Exchangors.

19 As soon as possible after receipt of moneys from Exchangees, the  
20 Watermaster shall remit to the Exchangors their pro rata portions of the amount so  
21 received in accordance with the provisions of paragraph 10 above.

22 (15) Delinquent Payments.

23 Any amounts not paid on or prior to any due date above shall carry interest  
24 at the rate of 1% per month or any part of a month. Any amounts required to be  
25 so paid may be enforced by the equitable powers of the Court, including, but not  
26 limited to, the injunctive process of the Court. In addition thereto, the  
27 Watermaster, as Trustee for the Exchangors and acting through the Water Rights  
28 Panel, may enforce such payment by any appropriate legal action, and shall be



1 entitled to recover as additional damages reasonable attorneys' fees incurred in  
2 connection therewith. If any Exchangee shall fail to make any payments required  
3 of it on or before 30 days after the last payment is due, including any accrued  
4 interest, said party shall thenceforward not be entitled to purchase water from the  
5 Exchange Pool in any succeeding Administrative Year except upon order of the  
6 Court, upon such conditions as the Court may impose.

7  
8 IV. PROVISIONS FOR THE STORAGE OF WATER AND THE EXTRACTION  
9 OF STORED WATER.

10 A. Adjudication of Available Dewatered Space, Storage Capacity and  
11 Storage Apportionment.

12 There exists within the Basin a substantial amount of available space which has  
13 not been optimally utilized for basin management and for storage of native and imported  
14 waters. The Court finds and determines that (i) there is 330,000 acre feet of Available  
15 Dewatered Space in the Basin; (ii) use of this Available Dewatered Space will increase  
16 reasonable and beneficial use of the Basin by permitting the more efficient procurement  
17 and management of Replenishment Water, conjunctive use, and for direct and in-lieu  
18 recharge, thereby increasing the prudent storage and recovery of Stored Water for later  
19 use by parties to this Judgment, conservation of water and reliability of the water supply  
20 available to all Parties; and (iii) use of the Available Dewatered Space pursuant to the  
21 terms and conditions of this Judgment will not result in Material Physical Harm.

22 B. Avoidance of Material Physical Harm.

23 It is essential that the use of the Available Dewatered Space be undertaken for the  
24 greatest public benefit pursuant to uniform, certain, and transparent regulation that  
25 encourages the conservation of water and reliability of the water supply, avoids Material  
26 Physical Harm, and promotes the reasonable and beneficial use of water. Accordingly,  
27 in the event Watermaster becomes aware of the development of a Material Physical  
28 Harm, or imminent threat of the development of a Material Physical Harm, relating to the

1 use of the Available Dewatered Space, Watermaster shall, within thirty (30) days  
2 thereafter, notice a hearing before the Court and concurrently file a report with the Court,  
3 served on all parties, which shall explain the relevant facts then known to Watermaster  
4 relating to the Material Physical Harm, or imminent threat thereof, including without  
5 limitation, the location of the occurrence, the source or cause, existing and potential  
6 physical impacts or consequences of the identified or threatened material Physical Harm,  
7 and any recommendations to remediate the identified or threatened Material Physical  
8 Harm.

9 C. Apportionment of Available Dewatered Space.

10 To fairly balance the needs of the divergent interests of parties having water rights  
11 in the Basin, on the one hand, and the replenishment functions of WRD on the other  
12 hand, and in consideration of the shared desire and public purpose of removing  
13 impediments to the voluntary conservation, storage, exchange and transfer of water, all  
14 of the Available Dewatered Space is hereby adjudicated and apportioned into  
15 complimentary classifications of Stored Water and a Basin Operating Reserve as set  
16 forth in this Part IV. The apportionment contemplates flexible administration of storage  
17 capacity where use is apportioned among competing needs, while allowing all Available  
18 Dewatered Space to be used from time to time on a “space available” basis, subject to the  
19 priorities specified in this Judgment, and as further defined in Section IV(I) of this  
20 Judgment. The Court further finds and determines that, of the Available Dewatered  
21 Space, there is 220,000 acre-feet of storage capacity in the Central Basin which is  
22 presently available (“Adjudicated Storage Capacity”). The use of Adjudicated Storage  
23 Capacity as provided in this Judgment will not adversely affect the efficient operation of  
24 the Basin or the recharge of water necessary for the production of the parties’ respective  
25 Allowed Pumping Allocations. The apportionment of Adjudicated Storage Capacity as  
26 provided herein will allow for flexible administration of groundwater storage within the  
27 Basin. The Adjudicated Storage Capacity is hereby assigned to Individual Storage  
28 Allocations and Community Storage as provided herein, provided however that if all

1 space in a particular classification is fully occupied then, on a “space available” basis, to  
2 available space within the other classifications of Adjudicated Storage Capacity and,  
3 only then, to available space within Basin Operating Reserve.

4 The Court further finds and determines that, out of the Available Dewatered  
5 Space, there is 110,000 acre feet that should be set aside for use by WRD as a Basin  
6 Operating Reserve, provided in Section IV(L), and subject to temporary occupancy by  
7 Stored Water as permitted hereunder.

8 No storage of water shall occur in the Basin except in conformity with this  
9 Judgment.

10 D. Individual Storage Allocation.

11 Each Party having an adjudicated groundwater extraction right hereunder shall  
12 have a priority right to store water in an Individual Storage Account, through conversion  
13 of Carryover to Stored Water as provided herein, or by any means authorized by this  
14 Judgment, up to a maximum of 50% of such party’s Allowed Pumping Allocation. The  
15 cumulative quantity of Adjudicated Storage Capacity subject to individual storage  
16 allocation is 108,750 acre-feet. In recognition of prior importation of water which was  
17 introduced into the Basin as Stored Water, and which has not yet been extracted, the  
18 Court finds and determines that, as of the date of this Order, the following Parties have  
19 occupied a portion of their respective Individual Storage Allocations and have all  
20 associated rights therein, as follows:

21	City of Long Beach:	13,076.8 acre-feet
22	City of Lakewood:	500 acre-feet
23	City of Downey:	500 acre-feet
24	City of Cerritos	500 acre-feet

25 E. Community Storage; Regional Disadvantaged Communities Incentive  
26 Program.

27 In addition to Individual Storage Allocation, a Party that has fully occupied its  
28 Individual Storage allocation may, on a first in time, first in right basis (subject to the

1 limits expressed below) place water into storage in the “Community Storage Pool.” The  
2 cumulative quantity of Adjudicated Storage Capacity allocated to Community Storage  
3 shall be 111,250 acre-feet. So long as there is available capacity in the Community  
4 Storage Pool, any Party may store water in the Community Storage Pool through  
5 conversion of Carryover to Stored Water as provided herein, or by any other means  
6 authorized by this Judgment, provided such Party has first fully occupied that party’s  
7 available Individual Storage Allocation.

8 (1) Parties to this Judgment which, as of January 1, 2013, held  
9 Allowed Pumping Allocation of not greater than 5,000 acre-feet shall have a first  
10 priority right to occupy, in the aggregate, up to 10,000 acre-feet of storage space  
11 within the Central Basin Community Storage Pool, on the basis of first in time,  
12 first in right.

13 (2) Water stored pursuant to the Regional Disadvantaged  
14 Communities Incentive Program shall have a second priority right to occupy up to  
15 23,000 acre-feet within the Community Storage Pool, on such terms as shall be  
16 determined by the Court.

17 (3) Any further storage in excess of the maximum quantity of  
18 Community Storage will be on a “space-available” interim basis. From time to  
19 time, and on a “space-available” basis, the total quantity of water available for  
20 storage is permitted to exceed Adjudicated Storage Capacity for the Community  
21 Storage Pool on an interim basis. This interim storage may occur if storage  
22 capacity exists as a result of unused Adjudicated Storage Capacity within other  
23 classifications, or available space exists in the Basin Operating Reserve. Such  
24 interim storage, however, is subject to priority rights to such Dewatered Space as  
25 provided in this Judgment. A party that seeks to convert the water temporarily  
26 held in interim storage to a more firm right, may contract for the use of another  
27 party’s Individual Storage Allocation, or may add such water to the Community  
28 Storage Pool once space therein becomes available.

1 (4) After a party occupies available storage capacity within the  
2 Community Storage Pool and then withdraws water from the Community Storage  
3 Pool, the storing party will be allowed a period of twenty-four (24) months to  
4 refill the evacuated storage before the capacity will be determined excess and  
5 available for use by other parties. Once the Basin's Community Storage Pool has  
6 been filled for the first time, a party may exercise its twenty-four (24) month refill  
7 priority only once, and then only provided there is then capacity available to  
8 permit that party to refill the vacated space. Except to the extent Community  
9 Storage space may be subject to such priority right to re-fill, all space therein shall  
10 be occupied on a first in time, first in right basis.

11 (5) A party that has occupied storage in the Community Storage Pool  
12 for ten (10) consecutive years shall be deemed to extract its Stored Water first in  
13 subsequent years (notwithstanding the order of water production set forth in  
14 Section I(B)(3)) until its entire Community Storage account has been extracted,  
15 but thereafter may again make use of Community Storage on the same terms  
16 available to other parties on a first in time, first in right, space-available basis.

17 (6) Any quantity of water held in the Community Storage Pool for a  
18 term greater than ten (10) consecutive years shall be assessed an annual water loss  
19 equal to 5% of the lowest quantity of water held within the party's Community  
20 Storage Pool account at any time during the immediately preceding ten-year  
21 period. The lowest quantity means the smallest amount of water held by the Party  
22 in the Community Storage Pool during any of the preceding ten (10) years, with a  
23 new loss calculation being undertaken every year. Water subject to the loss  
24 assessment will be deemed dedicated to the Basin Operating Reserve in  
25 furtherance of the physical solution without compensation. Water lost to the  
26 Basin shall constitute water replenished into the Central Basin for the benefit of  
27 all parties

28 F. Limit on Storage.

1 Irrespective of the category of storage utilized, each party to this Judgment may  
2 not cumulatively have in storage at any time Stored Water totaling more than two  
3 hundred percent (200%) of that party's Allowed Pumping Allocation. Subject to the  
4 foregoing, the right to produce Stored Water may be freely transferred to another party to  
5 this Judgment, or as otherwise permitted herein.

6 G. Extractions of Stored Water; Exemption from Replenishment Assessment.

7 The Court finds and declares that the extraction of Stored Water as permitted  
8 hereunder does not constitute "production of groundwater" within the meaning of Water  
9 Code Section 60317 and that no Replenishment Assessment shall be levied on the  
10 extraction of Stored Water. WRD has stipulated to the same. This determination reflects  
11 the practical application of certain provisions of this Judgment concerning storage of  
12 water, including, without limitation, understanding the following: (1) payment of the  
13 Replenishment Assessment is required upon the conversion of Carryover Water into  
14 storage, and; (2) developed water introduced into the Basin for storage by or on behalf of  
15 a Party through spreading or injection need not be replenished by WRD and should not  
16 be subject to the Replenishment Assessment.

17 H. Storage Procedure.

18 The Administrative Body shall (i) prescribe forms and procedures for the orderly  
19 reporting of Stored Water, (ii) maintain records of all water stored in the Basin, and (iii)  
20 undertake monitoring and modeling of Stored Water as may be reasonably required. As  
21 to any Storage Projects that will require review and approval by the Storage Panel, the  
22 Administrative Body shall provide appropriate applications, and shall work with project  
23 applicants to complete the application documents for presentation to the Storage Panel.  
24 The Administrative Body shall be responsible for conducting any groundwater modeling  
25 necessary to evaluate a proposed Storage Project. The proponent of a proposed project  
26 will bear all costs associated with the review of the application for approval of the project  
27 and all costs associated with its implementation. Nothing in this Judgment shall alter the  
28 applicant(s) duty to comply with CEQA or to meet other legal requirements as to any

1 proposed Storage Project. Within thirty (30) days after final submission of the storage  
2 application documents, the Administrative Body shall provide notice of the storage  
3 application (either by electronic mail or U.S. postal mail), together with a copy of the  
4 application documents, to all parties possessing an Allowed Pumping Allocation, and to  
5 any other person requesting notice thereof. Following notice, any necessary hearings  
6 before the Storage Panel shall be conducted as provided in Section IV(O) of this  
7 Judgment.

8 I. Loss of Stored Water/Relative Priority.

9 To balance the need to protect priority uses of storage and to encourage the full  
10 utilization of Adjudicated Storage Capacity and Basin Operating Reserve where it can be  
11 accommodated without interference with priority uses, and except as otherwise provided  
12 in this Judgment, no water held in any authorized storage account will be deemed lost  
13 from that storage account unless the cumulative quantity of water held as Stored Water  
14 plus the quantity of water held within the Basin Operating Reserve exceeds 330,000  
15 acre-feet. Where all Adjudicated Storage Capacity and Basin Operating Reserve has  
16 been occupied, the first Stored Water to be deemed lost shall be the last water stored as  
17 Community Storage. Upon receipt of a bona fide request by another use entitled to  
18 priority hereunder, Watermaster shall issue a notice requiring the other parties to  
19 evacuate their Stored Water. Any Stored Water that is not evacuated shall be deemed  
20 dedicated to the Basin Operating Reserve in furtherance of the physical solution without  
21 compensation and accounted for accordingly.

22 J. Limits on Extraction.

23 Anything in this Judgment to the contrary notwithstanding, no party shall extract  
24 greater than 140% of the sum of (i) the party's Allowed Pumping Allocation and (ii) the  
25 party's leased water, except upon prior approval by the Water Rights Panel. For this  
26 purpose, a party's total extraction right for a particular year shall include that party's  
27 Allowed Pumping Allocation and any contractual right through lease or other means to  
28 utilize the adjudicated rights of another party. Where such proposed extraction would

1 occur within the Central Basin Pressure Area as defined by Watermaster consistent with  
2 historical records, the Water Rights Panel shall submit such request for review by the  
3 Board of WRD. The Water Rights Panel shall not approve any request for over-  
4 extraction within the Pressure Area without a written finding by the Board of WRD that  
5 such over-extraction will not cause Material Physical Harm. The role of the Board of  
6 WRD in this process shall not be read to expand or restrict WRD's statutory authority.  
7 Consideration shall be on an expedited basis.

8 K. Increased Extractions in the Central Basin for Certain Water Purveyors.

9 (1) This Court also maintains continuing jurisdiction over the West  
10 Coast Basin, which bounds the Central Basin to the west.

11 (2) Certain Water Purveyors are parties to both this Amended  
12 Judgment and the judgment governing the West Coast Basin and serve  
13 communities overlying both the Central Basin and the West Coast Basin.

14 (3) Certain Water Purveyors may exceed their Allowed Pumping  
15 Allocation in any Administrative Year, subject to all of the following conditions:

16 (a) The Water Purveyor is one of the following eligible Parties:

17 (i) City of Los Angeles

18 (ii) Golden State Water Company

19 (iii) California Water Service Company.

20 (b) Increased extractions pursuant to this Section shall not  
21 exceed 5,000 acre-feet per Water Purveyor for the particular  
22 Administrative Year.

23 (c) Increased extractions pursuant to this Section shall not  
24 exceed the Water Purveyor's unused "Adjudicated Rights" in the West  
25 Coast Basin.

26 (d) Increased extractions pursuant to this Section shall not  
27 result in Material Physical Harm.

28 (4) Notwithstanding the foregoing, nothing herein permits extraction



1 of water within the Central Basin in excess of 140% of Allowed Pumping  
2 Allocation for the particular Administrative Year, except as otherwise permitted  
3 under this Judgment.

4 (5) Replenishment of any water extracted from the Central Basin  
5 pursuant to this Section shall occur exclusively in the Central Basin.

6 (6) The benefits of this Section are made available only to the certain  
7 Water Purveyors that serve communities overlying the Central Basin and  
8 communities overlying the West Basin, in recognition of the management of  
9 water resources by those Water Purveyors to serve such overlying communities.  
10 It is not made, nor is it related to, a determination of an underflow between the  
11 basins, a cost or benefit allocation, or any other factor relating to the allocation of  
12 the Replenishment Assessment.

13 L. Special Provisions for Temporary Storage within Community Storage  
14 Pool.

15 The Central Basin Municipal Water District (“CBMWD”) shall take such action  
16 as may be necessary to reduce its Allowed Pumping Allocation to five (5) acre-feet or  
17 fewer by December 31, 2018, and has agreed, by stipulation, not to acquire any  
18 additional Central Basin water rights. Upon application by CBMWD, the Storage Panel  
19 may, after making each of the findings required in this subsection, approve storage of  
20 water by CBMWD within the Community Storage Pool subject to the stated conditions.  
21 The Storage Panel may only authorize such storage after finding each of the following to  
22 be true as of the date of such approval:

23 (1) CBMWD (a) then owns five (5) acre-feet or fewer of Allowed  
24 Pumping Allocation, and (b) has not produced water utilizing any extraction  
25 rights it holds within the Basin but has only engaged in the sale or leasing of those  
26 rights to others.

27  
28 (2) There is available space for Storage within the Community Storage

1 Pool.

2  
3 (3) CBMWD has identified a source of imported water that may be  
4 brought into the Basin and stored underground.

5 (4) The water identified for storage (a) is unlikely to be acquired by  
6 other parties through surface delivery for use within the Basin, and (b) was  
7 offered to WRD to purchase for replenishment purposes at the same price that  
8 CBMWD otherwise sells imported water to WRD and WRD declined to purchase  
9 said water, within a reasonable period of time.

10  
11 (5) There will be no Material Physical Harm associated with the  
12 introduction of the water into storage, or its extraction, in the manner approved by  
13 the Storage Panel.

14 The condition expressed in Section IV(L)(1)(a) above shall not be operative until  
15 January 1, 2019, or upon reduction of CBMWD's Allowed Pumping Allocation  
16 to five (5) acre-feet or fewer, whichever first occurs. CBMWD may not extract  
17 the Stored Water, and may instead only transfer that Stored Water to a party  
18 having extraction rights, or to WRD for replenishment purposes only. Such  
19 Stored Water not so transferred within three (3) years following its storage may  
20 be purchased by WRD, at its option, for replenishment purposes only, at a price  
21 not exceeding the actual cost incurred by CBMWD in importing and storing the  
22 water in the first instance, plus a reasonable administrative charge for overhead  
23 not exceeding five percent (5%) of the price paid by CBMWD for the water with  
24 no other fees or markups imposed by CBMWD. Except as otherwise permitted in  
25 this Section, any such Stored Water held by CBMWD for a term greater than  
26 three (3) years shall be assessed an annual water loss equal to 10% of the amount  
27 of such Stored Water at the end of each year. Water subject to the loss  
28

1 assessment will be deemed dedicated to the Basin Operating Reserve in  
2 furtherance of the physical solution without further compensation. The Storage  
3 Panel shall grant CBMWD one or more extensions of such term, not exceeding  
4 total extensions of three (3) additional years, following public hearing, if the  
5 Storage Panel determines that the Stored Water has been actively marketed by  
6 CBMWD for transfer to Parties on reasonable terms in the previous year. The  
7 Storage Panel may impose such additional reasonable conditions as it determines  
8 to be appropriate. Any review by the Storage Panel hereunder shall only occur at  
9 a public hearing held following at least 15 days' (but not more than 30 days')  
10 mailed notice to all Parties to this Judgment, at which hearing an opportunity for  
11 public comment shall be afforded in advance of any such decision. However, the  
12 Storage Panel may consider an application on shorter notice under exigent  
13 circumstances, including the potential loss of the water proposed to be stored if  
14 action is not taken sooner. CBMWD shall have the right to appeal any action or  
15 inaction by the Storage Panel to this court. The storage and extraction of Stored  
16 Water hereunder shall otherwise be subject to all other provisions of this  
17 Judgment. The court finds and declares that this subsection constitutes a "court  
18 order issued by a court having jurisdiction over the adjudication of groundwater  
19 extraction rights within the groundwater basin where storage is sought" within the  
20 meaning of Water Code §71610(b)(2)(B). Nothing in this provision impedes  
21 CBMWD's ability to store water pursuant to a contract with an adjudicated  
22 groundwater extraction rights holder as permitted by Water Code  
23 § 71610(b)(2)(A) and otherwise in accordance with this Judgment.

24 M. Basin Operating Reserve.

25 It is in the public interest and in furtherance of the physical solution for WRD to  
26 prudently exercise its statutory discretion to purchase, spread, and inject Replenishment  
27 Water, to provide for in-lieu replenishment, and otherwise to fulfill its replenishment  
28 function within the Basin as provided in Water Code Section 60000 et. seq. Hydrologic,

1 regulatory and economic conditions now prevailing within the State require that WRD be  
2 authorized to exercise reasonable discretion and have flexibility in the accomplishment  
3 of its replenishment function. Accordingly, WRD may pre-purchase or defer the  
4 purchase of Replenishment Water, and may otherwise purchase and manage available  
5 sources of Replenishment Water under the most favorable climatic and economic  
6 conditions as it may determine reasonable and prudent under the circumstances. It is the  
7 intent of the parties to preserve space for such replenishment activities, including capture  
8 of natural inflows during wet years, recapture of water when possible, and artificial  
9 replenishment when water is available at discounted rate, for the benefit of the Basin and  
10 the parties to the Judgment. The Basin Operating Reserve is intended to allow WRD to  
11 meet its replenishment needs to make APA available for extraction by all water rights  
12 holders. Accordingly, WRD shall have a priority right to occupy up to 110,000 acre-feet  
13 of the Available Dewatered Space as the “Basin Operating Reserve” for the acquisition  
14 and replenishment of water, or to ensure space remains available in the Basin to capture  
15 natural inflows during wet years for the benefit of the parties to the Judgment, to offset  
16 over-production. The priority right is not intended to allow WRD to sell or lease stored  
17 water, storage, or water rights. To the extent WRD does not require the use of all of such  
18 Basin Operating Reserve, that portion of the Basin Operating Reserve that is not then  
19 being used shall be available to other Parties to store water on a temporary and space-  
20 available basis. No Party may use any portion of the Basin Operating Reserve for space-  
21 available storage unless that Party has already maximized its allowed Storage pursuant to  
22 its Individual Storage Allocation and all available Community Storage is already in use.  
23 WRD’s failure to use any portion of its Basin Operating Reserve shall not cause  
24 forfeiture or create a limitation of its right to make use of the designated space in the  
25 future. WRD’s first priority right to this category of space shall be absolute. To the  
26 extent that there is a conflict between WRD and a third party regarding the availability of  
27 and desire to use any portion of the space available for replenishment up to the maximum  
28 limits set forth in this section, the interests of WRD will prevail. If a party other than

1 WRD is using the Basin Operating Reserve space on a “space available” basis and a  
2 conflict develops between WRD and the storing party, the storing party will, upon notice  
3 from WRD, evacuate the Stored Water within ninety (90) days thereafter. In such event,  
4 temporary occupancy within the Basin Operating Reserve shall be first in time, first in  
5 right, and the last Party to store water shall be required to evacuate first until adequate  
6 space shall be made available within the Basin Operating Reserve to meet WRD’s needs.  
7 The storing party or parties assume all risks of waste, spill and loss regardless of the  
8 hardship. Stored Water that is not evacuated following WRD’s notice of intent to occupy  
9 the Basin Operating Reserve will be deemed dedicated to the Basin Operating Reserve in  
10 furtherance of the physical solution without compensation and accounted for  
11 accordingly. Nothing herein shall permit WRD to limit or encumber, by contract or  
12 otherwise, its right to use the Basin Operating Reserve for Replenishment purposes for  
13 any reason, or to make space therein available to any person by any means.  
14 Notwithstanding the foregoing, to the extent excess space is available, water evacuated  
15 from the Basin Operating Reserve as provided in this Section shall be deemed added to  
16 available space within the Individual Storage Allocations and Community Storage Pool,  
17 subject to the priority rights otherwise provided in this Judgment.

18 N. Water Augmentation.

19 The parties, in coordination with WRD, may undertake projects that add to the  
20 long-term reliable yield of the Basin. Innovations and improvements in practices that  
21 increase the conservation and maximization of the reasonable and beneficial use of water  
22 should be promoted. To the extent that Parties to the Judgment, in coordination with  
23 WRD, implement a project that provides additional long-term reliable water supply to the  
24 Central Basin, the annual extraction rights in the Central Basin will be increased  
25 commensurately in an amount to be determined by the Storage Panel to reflect the actual  
26 yield enhancement associated with the project. Augmented supplies of water resulting  
27 from such a project may be extracted or stored as permitted in this Judgment in the same  
28 manner as other water. Participation in any Water Rights Augmentation Project shall be

1 voluntary. A party may elect to treat a proposed project as a Water Augmentation  
2 Project (for the purpose of seeking an increase in that party's Allowed Pumping  
3 Allocation) or may elect to treat such a project as a Storage Project under the other  
4 provisions of this Judgment. The terms of participation in any Water Augmentation  
5 Project will be at the full discretion of the participating parties. All Water Augmentation  
6 Projects will be approved by the Storage Panel.

7 (1) Participating Parties.

8 Parties who propose a Water Augmentation Project ("Project Leads") may  
9 do so in their absolute discretion, upon such terms as they may determine. All  
10 other parties to this Judgment will be offered an opportunity to participate in the  
11 Water Augmentation Project on condition that they share proportionally in  
12 common costs and benefits, and assume the obligation to bear exclusively the cost  
13 of any improvements that are required to accommodate their individual or  
14 particular needs. Notice shall be provided which generally describes the project  
15 and the opportunity to participate with sufficient time for deliberation and action  
16 by any of these parties who could potentially participate. Disputes over the  
17 adequacy of notice shall be referred to the Storage Panel, and then to the Court  
18 under its continuing jurisdiction. Parties who elect to participate ("Project  
19 Participants") may do so provided they agree to offer customary written and  
20 legally binding assurances that they will bear their proportionate costs attributable  
21 to the Water Rights Augmentation Project, or provide other valuable  
22 consideration deemed sufficient by the Project Leads and the Project Participants.

23 (2) Determination of Additional Extraction Rights.

24 The amount of additional groundwater extraction as a result of a Water  
25 Augmentation project will be determined by the Storage Panel, subject to review  
26 by the Court. The determination will be based upon substantial evidence which  
27 supports the finding that the Water Augmentation project will increase the long-  
28 term sustainable yield of the respective Basin by an amount at least equal to the

1 proposed increase in extraction rights.

2 (3) Increase in Extraction Rights.

3 A party that elects to participate and pays that party's full pro-rata share of  
4 costs associated with any Water Augmentation Project and/or reaches an  
5 agreement with other participants based upon other valuable consideration  
6 acceptable to the Project Leads and Project Participants, will receive a  
7 commensurate increase in extraction rights. Non-participating parties will not  
8 receive an increase or a decrease in extraction rights. Any party that elects not to  
9 participate will not be required to pay any of the costs attributable to the particular  
10 Water Augmentation Project, whether directly or indirectly as a component of the  
11 WRD Replenishment Assessment.

12 (4) Nominal Fluctuations.

13 Because water made available for Water Rights Augmentation will be  
14 produced annually, fluctuations in groundwater levels will be temporary, nominal  
15 and managed within the Basin Operating Reserve.

16 (5) Availability of New Water.

17 The amount of additional groundwater extraction established as a result of  
18 a Water Augmentation Project shall be equal to the quantity of new water in the  
19 Basin that is attributable to that Water Augmentation Project. No extraction shall  
20 occur and no extraction right shall be established until new water has been  
21 actually introduced into the Basin as a result of the Project. Any approval for a  
22 Water Augmentation Project shall include provisions (a) requiring regular  
23 monitoring to determine the actual amount of such new water made available, (b)  
24 requiring make-up water or equivalent payment therefor to the extent that actual  
25 water supply augmentation does not meet projections, and (c) adjusting extraction  
26 rights attributable to the Water Augmentation Project to match the actual water  
27 created. The right to extract augmented water from the Basin resulting from a  
28 party's participation in a Water Augmentation Project shall be accounted for

1 separately and shall not be added to a party's Allowed Pumping Allocation. No  
2 Replenishment Assessment shall be levied against the extraction of augmented  
3 water.

4 (6) Limitation.

5 Notwithstanding the foregoing, WRD will not obtain any water rights or  
6 extraction rights under this Judgment by virtue of its participation in a Water  
7 Augmentation Project. If WRD participates in a Water Rights Augmentation  
8 Project through funding or other investments, its allocation of new water from the  
9 project shall be used to offset its replenishment responsibilities.

10 O. Limits on Watermaster Review.

11 It shall not be necessary for Watermaster, or any constituent body thereof, to  
12 review or approve any of the following before the affected Party may proceed: (i)  
13 exercise of adjudicated water rights consistent with this Judgment, except for extraction  
14 above 140% of a Party's extraction right as set out in Section IV(J) of this Judgment; (ii)  
15 replenishment of the Basin with Replenishment Water by WRD consistent with Water  
16 Code Section 60000 et seq., including replenishment of water produced by water rights  
17 holders through the exercise of adjudicated water rights; (iii) WRD's operations within  
18 the Basin Operating Reserve; (iv) Carryover Conversion or other means of the filling of  
19 the Individual Storage Accounts and the Community Storage Pool, as provided in this  
20 Judgment, as long as existing water production, spreading, or injection facilities are used;  
21 and (v) individual transfers of the right to produce Stored Water as permitted in Section  
22 IV(F). All other Storage Projects and all Water Augmentation Projects shall be subject  
23 to review and approval as provided herein, including (i) material variances to substantive  
24 criteria governing projects exempt from the review and approval process, (ii)  
25 modifications to previously approved Storage Projects and agreements, (iii) a party's  
26 proposal for Carryover Conversion in quantities greater than the express apportionment  
27 of Adjudicated Storage Capacity on a non-priority, space-available, interim basis, and  
28 (iv) Storage, by means other than Carryover Conversion, when new production,



1 spreading, or injection facilities are proposed to be utilized.

2 P. Hearing Process For Watermaster Review.

3 The following procedures shall be followed by Watermaster where Watermaster  
4 review of storage or extraction of Stored Water is required or permitted under this  
5 Judgment:

6 (1) No later than thirty (30) days after notice has been issued for the  
7 storage application, the matter shall be set for hearings before the Storage Panel.  
8 A staff report shall be submitted by WRD staff in conjunction with the completed  
9 storage application documents and the Water Rights Panel may prepare an  
10 independent staff report, if it elects to do so.

11 (2) The Board of WRD and the Water Rights Panel (sitting jointly as  
12 the Storage Panel) shall conduct a joint hearing concerning the storage  
13 application.

14 (3) All Watermaster meetings shall be conducted in the manner  
15 prescribed by the applicable Rules and Regulations. The Rules shall provide that  
16 all meetings of Watermaster shall be open to water rights holders and that  
17 reasonable notice shall be given of all meetings.

18 (4) The Board of WRD and the Water Rights Panel shall each adopt  
19 written findings explaining its decision on the proposed Storage Project, although  
20 if both entities reach the same decision on the Storage Project, they shall work  
21 together to adopt a uniform set of findings.

22 (5) Unless both the Board of WRD and the Water Rights Panel  
23 approve the Storage Project, the Storage Project application shall be deemed  
24 denied (a "Project Denial"). If both the Board of WRD and the Water Rights  
25 Panel approve the Storage Project, the Storage Project shall be deemed approved  
26 (a "Project Approval").

27 Q. Trial Court Review

28 (1) The applicant may seek the Storage Panel's reconsideration of a

1 Project Denial. However, there shall be no process for mandatory reconsideration  
2 or mediation of a Project Approval or a Project Denial either before the  
3 Administrative Body, or before the Water Rights Panel.

4 (2) Any Party may file an appeal from a Project Approval or Project  
5 Denial with this Court, as further described in Section II(F).

6 (3) In order to (a) promote the full presentation of all relevant  
7 evidence before the Storage Panel in connection with its consideration of any  
8 proposed Storage Project, (b) achieve an expeditious resolution of any appeal to  
9 the Court, and (c) accord the appropriate amount of deference to the expertise of  
10 the Storage Panel, the appeal before the Court shall be based solely on the  
11 administrative record, subject only to the limited exception in California Code of  
12 Civil Procedure section 1094.5(e).

13 (4) If both the WRD Board and the Water Rights Panel each vote to  
14 deny or approve a proposed Storage Project, it shall be an action by the Storage  
15 Panel and that decision shall be accorded by the Court deference according to the  
16 substantial evidence test. If one of the reviewing bodies votes to approve the  
17 proposed Storage Project and the other reviewing body votes to deny the proposed  
18 storage project, then the Court's review shall be *de novo*, although still restricted  
19 to the administrative record. In the case of any *de novo* Trial Court review, the  
20 findings made by the respective Watermaster bodies shall not be accorded any  
21 weight independent of the evidence supporting them.

22 R. Space Available Storage, Relative Priority, and Dedication of "Spilled"  
23 Water.

24 To balance the need to protect priority uses of storage and to encourage the full  
25 utilization of Available Dewatered Space within the Adjudicated Storage Capacity and  
26 the Basin Operating Reserve, any Party may make interim, temporary use of then  
27 currently unused Available Dewatered Space within any category of Adjudicated Storage  
28 Capacity, and then if all Adjudicated Storage Capacity is being fully used for Stored

1 Water within the Basin Operating Reserve (“Space-Available Storage”), subject to the  
2 following criteria:

3 (1) Any Party may engage in Space-Available Storage without prior  
4 approval from Watermaster provided that the storing Party or Parties shall assume  
5 all risks of waste, spill, and loss regardless of the hardship. Whenever the Storage  
6 Panel determines that a Party is making use of excess Available Dewatered Space  
7 for Space-Available Storage, the Storage Panel shall issue written notice to the  
8 Party informing them of the risk of spill and loss.

9 (2) Whenever the Available Dewatered Space is needed to  
10 accommodate the priority use within a respective category of Adjudicated Storage  
11 Capacity, or WRD seeks to make use of its priority right to the Basin Operating  
12 Reserve to fulfill its replenishment function, the Storage Panel shall issue a notice  
13 to evacuate the respective category of Adjudicated Storage Capacity or Basin  
14 Operating Reserve, as applicable, within the time-periods set forth within this  
15 Amended Judgment. To the extent the Stored Water is not timely evacuated such  
16 Stored Water will be placed into any other excess Available Dewatered Space,  
17 first within the Adjudicated Storage Capacity, if available, and then if all  
18 Adjudicated Storage Capacity is being fully used for Stored Water within the  
19 Basin Operating Reserve. If no excess Available Dewatered Space is available  
20 within the Basin Operating Reserve, then the Stored Water shall be deemed  
21 spilled and will be deemed dedicated to the Basin Operating Reserve in  
22 furtherance of the physical solution without compensation and accounted for  
23 accordingly. A Party that seeks to convert the Stored Water temporarily held in  
24 interim storage as Space-Available Storage to a more firm right, may in its  
25 discretion, contract for the use of another Party’s Individual Storage Allocation,  
26 or may add such water to the Community Storage Pool once space therein  
27 becomes available.

28 (3) No Stored Water will be deemed abandoned unless the cumulative

1 quantity of water held as Stored Water plus the quantity of water held in the Basin  
2 Operating Reserve exceeds 330,000 (three hundred and thirty thousand) acre-feet  
3 in the Central Basin.  
4

5 V. CONTINUING JURISDICTION OF THE COURT.

6 The Court hereby reserves continuing jurisdiction and upon application of any interested  
7 party, or upon its own motion, may review and redetermine the following matters and any  
8 matters incident thereto:

9 A. Its determination of the permissible level of extractions from Central  
10 Basin in relation to achieving a balanced basin and an economic utilization of Central  
11 Basin for groundwater storage, taking into account any then anticipated artificial  
12 replenishment of Central Basin by governmental agencies for the purpose of alleviating  
13 what would otherwise be annual overdrafts upon Central Basin and all other relevant  
14 factors.

15 B. Whether in accordance with applicable law any party has lost all or any  
16 portion of his rights to extract groundwater from Central Basin and, if so, to ratably  
17 adjust the Allowed Pumping Allocations of the other parties and ratably thereto any  
18 remaining Allowed Pumping Allocation of such party.

19 C. To remove any Watermaster or constituent body appointed from time to  
20 time and appoint a new Watermaster; and to review and revise the duties, powers and  
21 responsibilities of the Watermaster or its constituent bodies and to make such other and  
22 further provisions and orders of the Court that may be necessary or desirable for the  
23 adequate administration and enforcement of the Judgment.

24 D. To revise the price to be paid by Exchangees and to Exchangors for  
25 Exchange Pool purchases and subscriptions.

26 E. In case of emergency or necessity, to permit extractions from Central  
27 Basin for such periods as the Court may determine: (i) ratably in excess of the Allowed  
28 Pumping Allocations of the parties; or (ii) on a non-ratable basis by certain parties if

1 either compensation or other equitable adjustment for the benefit of the other parties is  
2 provided. Such overextractions may be permitted not only for emergency and necessity  
3 arising within Central Basin area, but to assist the remainder of the areas within The  
4 Metropolitan Water District of Southern California in the event of temporary shortage or  
5 threatened temporary shortage of its imported water supply, or temporary inability to  
6 deliver the same throughout its area, but only if the court is reasonably satisfied that no  
7 party will be irreparably damaged thereby. Increased energy cost for pumping shall not  
8 be deemed irreparable damage. Provided, however, that the provisions of this  
9 subparagraph will apply only if the temporary shortage, threatened temporary shortage,  
10 or temporary inability to deliver was either not reasonably avoidable by the Metropolitan  
11 Water District, or if reasonably avoidable, good reason existed for not taking the steps  
12 necessary to avoid it.

13 F. To review actions of the Watermaster.

14 G. To assist the remainder of the areas within The Metropolitan Water  
15 District of Southern California within the parameter set forth in subparagraph (e) above.

16 H. To provide for such other matters as are not contemplated by the Judgment  
17 and which might occur in the future, and which if not provided for would defeat any or  
18 all of the purposes of this Judgment to assure a balanced Central Basin subject to the  
19 requirements of Central Basin Area for water required for its needs, growth and  
20 development.

21 The exercise of such continuing jurisdiction shall be after 30 days' notice to the parties,  
22 with the exception of the exercise of such continuing jurisdiction in relation to subparagraphs E  
23 and G above, which may be *ex parte*, in which event the matter shall be forthwith reviewed  
24 either upon the Court's own motion or the motion of any party upon which 30 days' notice shall  
25 be so given. Within ten (10) days of obtaining any *ex parte* order, the party so obtaining the  
26 same shall mail notice thereof to the other parties. If any other party desires Court review  
27 thereof, the party obtaining the *ex parte* order shall bear the reasonable expenses of mailing  
28 notice of the proceedings, or may in lieu thereof undertake the mailing. Any contrary or

1 modified decision upon such review shall not prejudice any party who relied on said *ex parte*  
2 order.

3  
4 VI. GENERAL PROVISIONS.

5 A. Judgment Constitutes Inter Se Adjudication.

6 This Judgment constitutes an inter se adjudication of the respective rights of all  
7 parties, except as may be otherwise specifically indicated in the listing of the water rights  
8 of the parties of this Judgment, or in Appendix “2” hereof. All parties to this Judgment  
9 retain all rights not specifically determined herein, including any right, by common law  
10 or otherwise, to seek compensation for damages arising out of any act or omission of any  
11 person. This Judgment constitutes a “court order” within the meaning of Water Code  
12 Section 71610(B)(2)(b).

13 B. Assignment, Transfer, Etc., of Rights.

14 Subject to the other provision of this Judgment, and any rules and regulations of  
15 the Watermaster requiring reports relative thereto, nothing herein contained shall be  
16 deemed to prevent any party hereto from assigning, transferring, licensing or leasing all  
17 or any portion of such water rights as it may have with the same force and effect as  
18 would otherwise be permissible under applicable rules of law as exist from time to time.

19 C. Service Upon and Delivery to Parties of Various Papers.

20 Service of the Judgment on those parties who have executed that certain  
21 Stipulation and Agreement for Judgment or who have filed a notice of election to be  
22 bound by the Exchange Pool provisions shall be made by first class mail, postage  
23 prepaid, addressed to the designee and at the address designated for that purpose in the  
24 executed and filed Counterpart of the Stipulation and Agreement for Judgment or in the  
25 executed and filed “Notice of Election to be Bound by Exchange Pool Provisions,” as the  
26 case may be, or in any substitute designation filed with the Court.

27 Each party who has not heretofore made such a designation shall, within 30 days  
28 after the Judgment shall have been served upon that party, file with the Court, with proof

1 of service of a copy upon the Watermaster, a written designation of the person to whom  
2 and the address at which all future notices, determinations, requests, demands, objections,  
3 reports and other papers and processes to be served upon that party or delivered to that  
4 party are to be so served or delivered.

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

9 Delivery to or service upon any party by the Watermaster, by any other party, or  
10 by the Court, or any item required to be served upon or delivered to a party under or  
11 pursuant to the Judgment may be by deposit in the mail, first class, postage prepaid,  
12 addressed to the designee and at the address in the latest designation filed by that party.

13 D. Judgment Does Not Affect Rights, Powers, Etc., of Plaintiff District.

14 Nothing herein constitutes a determination or adjudication which shall foreclose  
15 Plaintiff District from exercising such rights, powers, privileges and prerogatives as it  
16 may now have or may hereafter have by reason of provisions of law.

17 E. Continuation of Order under Interim Agreement.

18 The order of Court made pursuant to the “Stipulation and Interim Agreement and  
19 Petition for Order” shall remain in effect through the Administrative Year in which this  
20 Judgment shall become final (subject to the reserved jurisdiction of the Court).

21 F. Effect of Extractions by Exchangees; Reductions in Extractions.

22 With regard to Exchange Pool purchases, the first extractions by each Exchangee  
23 shall be deemed the extractions of the quantities of water which that party is entitled to  
24 extract pursuant to his allocation from the Exchange Pool for that Administrative Year.  
25 Each Exchangee shall be deemed to have pumped his Exchange Pool request so allocated  
26 for and on behalf of each Exchangor in proportion to each Exchangor’s subscription to  
27 the Exchange Pool which is utilized to meet Exchange Pool requests. No Exchangor  
28 shall ever be deemed to have relinquished or lost any of its rights determined in this

1 Judgment by reason of allocated subscriptions to the Exchange Pool. Each Exchangee  
2 shall be responsible as between Exchangors and that Exchangee, for any tax or  
3 assessment upon the production of groundwater levied for replenishment purposes by  
4 WRD or by any other governmental agency with respect to water extracted by such  
5 Exchangee by reason of Exchange Pool allocations and purchases. No Exchangor or  
6 Exchangee shall acquire any additional rights, with respect to any party to this action, to  
7 extract waters from Central Basin pursuant to Water Code Section 1005.1 by reason of  
8 the obligations pursuant to and the operation of the Exchange Pool.

9 G. Judgment Binding on Successors, Etc.

10 This Judgment and all provisions thereof are applicable to and binding upon not  
11 only the parties to this action, but as well to their respective heirs, executors,  
12 administrators, successors, assigns, lessees, licensees and to the agents, employees and  
13 attorneys in fact of any such persons.

14 H. Costs.

15 No party shall recover its costs herein as against any other party.

16 I. Intervention of Successors in Interest and New Parties.

17 Any person who is not a party (including but not limited to successors or parties  
18 who are bound by this Judgment) and who proposes to produce water from the Basin,  
19 store water in the Basin, or exercise water rights of a predecessor may seek to become a  
20 party to this Judgment through a Stipulation in Intervention entered into with the  
21 Plaintiff. Plaintiff may execute said Stipulation on behalf of the other parties herein, but  
22 such Stipulation shall not preclude a party from opposing such intervention at the time of  
23 the court hearing thereon. Said Stipulation for Intervention must thereupon be filed with  
24 the Court, which will consider an order confirming said intervention following thirty (30)  
25 days' notice to the parties. Thereafter, if approved by the Court, such intervenor shall be  
26 a party bound by this Judgment and entitled to the rights and privileges accorded under  
27 the physical solution herein.

28 J. Effect of this Amended Judgment on Orders Filed Herein.



